CAREY, W. L. General Contract.
Addition to Water System
Contract No. 1 1980

SPECIFICATIONS

COVERING

ADDITION TO THE WATER SYSTEM
CONTRACT NO. 1

FOR

CITY OF ATHENS
ATHENS, GEORGIA

Lauren M. Coile, Mayor

City Council

W. Calvin Bridges	Fred B. Leathers, Jr.
Dwain P. Chambers	Jerry F. Nicholson
Nancy Denson	Lewis Shropshire, Jr.
Hugh R. Hale	John E. Taylor
George M. Hester	Edward L. Turner

JOB NO. 800023

DATE: JULY 21, 1980

William T. Cook - Administrative Assistant
Denny C. Galis, City Attorney
H.L. Pittard - City Engineer
Benton H. Williams - Assistant City Engineer
Ralph Carter - Water Plant Superintendent
Boyd Mangum - Distribution Superintendent

Robert and Company Associates
Architects—Engineers—Planners
96 Poplar Street, N.W. Atlanta, Georgia 30303

SECTION BB

BID BOND:

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____

(hereinafter called the Principal) and _____

_____

(hereinafter called the Surety) a Corporation chartered and existing under the laws of the State of _____ with its principal offices in the City of _____ and authorized to do business in the State of Georgia is held and firmly bound unto the Mayor and Council of the City of Athens, a municipal Corporation of Clarke County, Georgia, in the full and just sum of

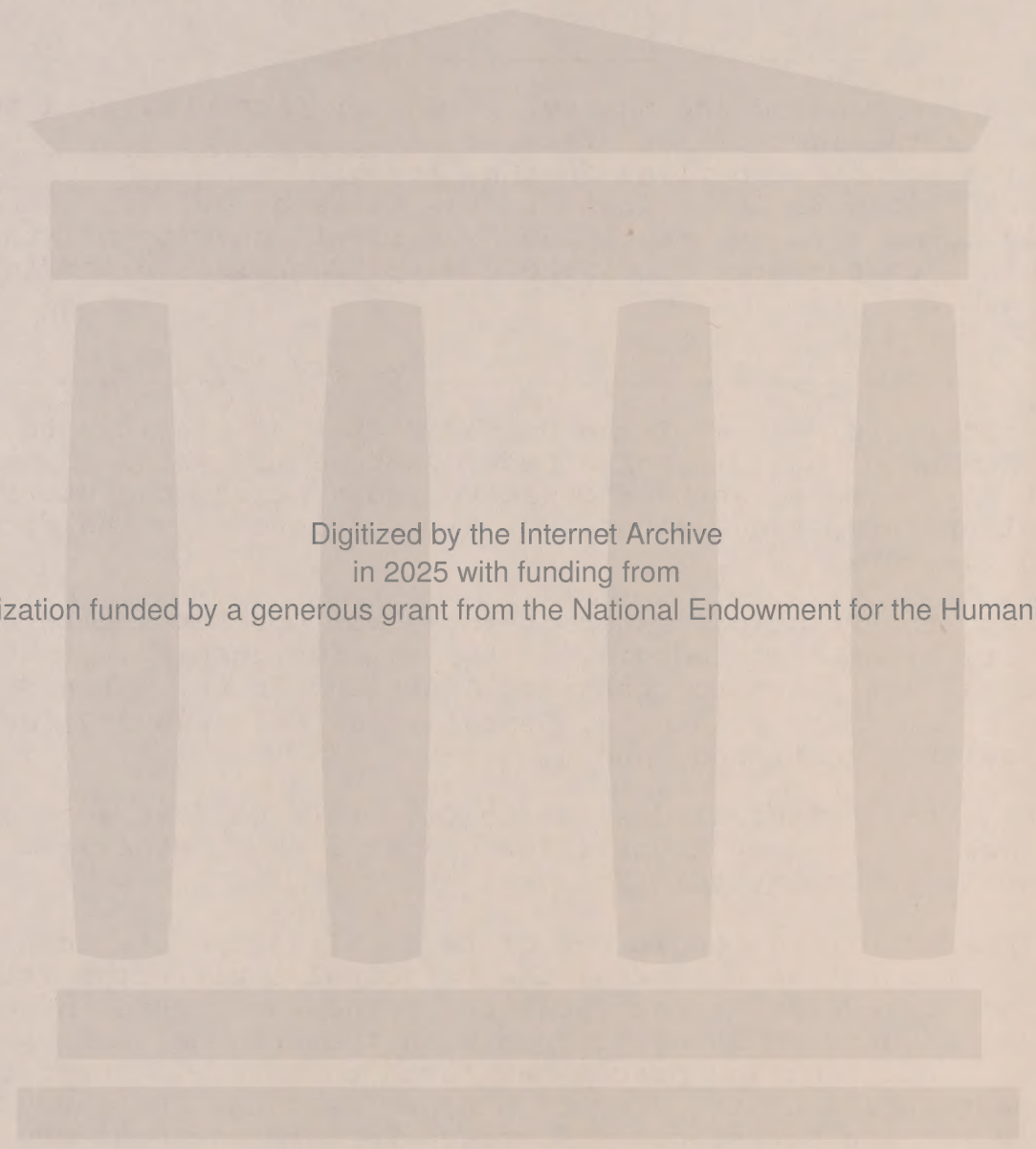
_____ Dollars ($_____)

good and lawful money of the United States of America, to be paid upon demand of the City of Athens, Georgia, to which payment well and truly be made, we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to the City of Athens, Georgia, a proposal for furnishing materials, labor and equipment to construct Additions to the Water System for the said City of Athens, Georgia, Job No. 800023-01 more particularly mentioned, and

WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified bidder's check otherwise required to accompany this Proposal.

NOW THEREFORE, the conditions of this obligation are such that if the proposal be accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance thereof, execute a contract in accordance with the Proposal and upon the terms, conditions and prices set forth therein, in the form and manner required by the City of Athens, Georgia; and execute a sufficient and satisfactory Contract Performance Bond and Payment Bond payable to the City of Athens, Georgia, each in an amount of one hundred percent (100%) of the total contract price, in form and with security satisfactory to said City of Athens, Georgia, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety



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shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City of Athens, Georgia upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____

day of_____, 19____.

_____
Principal

By_____

_____
Surety

By_____

SECTION PC

PARTNERSHIP CERTIFICATE:

STATE OF _____

_____ COUNTY

On this _____ day of _____, 19____, before me

personally appeared _____

known to me to be the person who executed the above instrument, who, being by me first duly sworn, did expose and say that he is a general partner in the firm of _____

_____

and that said firm consists of himself and

_____

_____

and that he executed the foregoing instrument, on behalf of said firm for the uses and purposes stated therein, and that no one except the above named members of the firm have any financial interest whatsoever in said proposed contract.

_____

Subscribed and sworn to before me, this _____ day of

_____, 19____.

_____

Notary Public

My Commission Expires:

_____

SECTION CC

CORPORATE CERTIFICATE:

I,_____, certify that I am the Secretary of the corporation named as Contractor in the foregoing proposal; that_____, who signed said proposal in behalf of the Contractor was then_____ of said corporation, that said proposal was duly signed for and in behalf of said corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said corporation is organized under the laws of the State of _____.

This_____day of_____, 19_____.

_____

_____L.S.

(SEAL)

SECTION C1

CONTRACT:

THIS AGREEMENT made and entered into this _____ day of _____, 19____, by and between the Mayor and Council of the City of Athens, Georgia (Party of the First Part, hereinafter called the Owner) and _____

_____

(party of the Second Part, hereinafter called the Contractor).

WITNESSETH: That the said Contractor has agreed, and by these presents does agree with the said Owner, for the consideration herein mentioned in his Proposal and under the penalty expressed in Bonds hereto attached, to furnish all equipment, tools, materials, skill, and labor of every description necessary to carry out and complete in good, firm and substantial and workmanlike manner, and work specified, in strict conformity with the drawings and the specifications hereinafter set forth, which drawings and specifications together with the foregoing Proposal made by the Contractor, the Instructions to Bidders, General Conditions, Special Conditions, Specifications and this Agreement, shall all form essential parts of this and this Agreement. The work covered by this Agreement includes all work shown on plans and specifications and listed in the Proposal, to-wit:

CONSTRUCTION OF
ADDITIONS TO THE WATER SYSTEM
CITY OF ATHENS, GEORGIA
JOB NO. 800023-01

The Contractor shall commence the work with adequate force and equipment on a date to be specified in the Notice to Proceed and shall complete the Work within the Contract Time of three hundred and sixty-five (365) consecutive calendar days from and including said date.

If said Work is not complete within the time stated above, the Contractor shall be liable and hereby agrees to pay to the Owner as liquidated damages and not as a penalty, the amount of two hundred and fifty dollars ($250.00) per calendar day for each and every day or part of a day thereafter that said Work remains substantially incomplete.

The Owner shall pay and the Contractor shall receive the prices stipulated in the Proposal hereto attached as full compensation for everything furnished and done by the Contract,

the Contract Price of _____

_____ Dollars ($_____)

(Based on the quantities shown in the Proposal), which sum shall be paid in the manner and terms specified in the Contract Documents, but before issuance of certificate of payments, if the Contractor shall not have submitted evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the Work have been paid, the Owner may withhold, in addition to the retained percentages, such amount or amounts as may be necessary to pay just claims for labor and services rendered and materials in and about the Work, and such amount or amounts withheld or retained may be applied by the Owner to the payment of such claims.

It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bonds hereto attached for its faithful performance, the First Party shall deem the surety or Sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the work, the Second Party shall, at its expense, within five (5) days after the receipt of notice from the First Party so to do, furnish an additional bond or bonds in such form and amount, and with such Surety or Sureties as shall be satisfactory to the First Party. In such event no further payment to the Second Party shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the First Party.

This Contract, executed in quadruplicate, constitutes the full agreement between the parties, and the Contractor shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm or corporation without the previous consent of the Owner in writing.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in quadruplicate, on the date first mentioned above.

ATTEST: MAYOR AND COUNCIL OF THE CITY OF ATHENS, GEORGIA
Owner

_____ By _____ SEAL

ATTEST: _____
Contractor

_____ By _____ SEAL

Title Mayor, City of Athens, Georgia

APPROVED AS TO FORM:

BY: _____
Attorney for Owner

Executed in Quadruplicate

_____ of 4.

SECTION CPB

CONTRACT PERFORMANCE BOND:

KNOWN ALL MEN BY THESE PRESENTS: That we_____

_____

(herein called the Principal) and_____

(herein called the Surety) are held and firmly bound unto the Mayor and Council of the City of Athens, Georgia, (hereinafter known as the Owner) for the use of said obligee and all persons doing work or furnishing skill, tools, machinery, supplies or material under or for the purpose of the contract hereinafter referred to in the full and just sum of_____

_____Dollars ($_____)

lawful money of the United States of America, to be paid to said City of Athens, Georgia, its successors, and assigns to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bound Principal has entered into a contract or contracts with the said Owner, bearing date of _____ 19_____ for furnishing material, labor and equipment to construct Additions to the Water System for the City of Athens, Georgia, Job No. 800023-01 more particularly mentioned, and

WHEREAS, it was one of the conditions of the award by said Owner pursuant to which said Contract was entered into, that these presents shall be executed.

NOW THEREFORE: The conditions of this obligation are such that if the above bound Principal shall in all respects fully comply with the terms and conditions of said Contract and his obligation thereunder, including the Specification and Proposal, therein referred to and made a part thereof, and such alterations as may be made in said specifications as therein provided for, and including one year guarantee period from date of

final acceptance and shall indemnify and save harmless the City of Athens, Georgia against and from all costs, expenses, damages, injury or loss, to which the said Owner, may be subjected by reason of any wrong-doing, misconduct, want of care or skill, negligence, or default, including patent infringement, on part of said Principal, his agents or employees, in the execution or performance of said Contract, and shall promptly pay all just claims for damages, or injury to property and for all work done, or skill, tools, and machinery, supplies, labor, and materials furnished and debts incurred by said Principal in or about the construction or improvements contracted for this obligation to be void; otherwise, in full force and effect.

And the said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extensions of time, alterations or additions to the terms of the Contract or to the Work to be performed thereunder or the specifications accompanying same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations or additions to the terms of the Contract or to the Work or to the Specifications.

This Bond shall be for the use of all persons doing work or furnishing skill, tools, machinery, or materials, under or for the purpose of this Contract, in accordance with the provisions of Section 23-1705 et. seq. of the Code of the State of Georgia, as amended by the Act approved February 27, 1956, and is intended to be and shall be construed to be a bond in compliance with the requirements thereof.

The life of this Bond extends through the life of the Contract including the sixty-day maintenance period, where applicable, and until one year after the final acceptance of the Work by the Engineer.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed in quadruplicate, this_____ day of _____, 19 ____.

_____
Contractor

ATTEST:

_____ By_____

Title_____

_____
Surety

ATTEST:

_____ By _____

Title_____

COUNTERSIGNED:

By_____
Local Agent

Executed in
Quadruplicate

_____of 4.

SECTION PB

PAYMENT BOND:

KNOW ALL MEN BY THESE PRESENTS: That we_____

_____

as Principal, and_____

as Surety, are held and firmly bound unto the Mayor and Council of the City of Athens, Georgia in the full sum of_____

_____

_____Dollars ($_____).

for the use and protection of said City of Athens, Georgia and all subcontractors and all persons supplying labor, materials, and machinery and equipment for the performance of the work provided for in the contract hereinafter referred to, for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the above bound Principal has entered into a contract or contracts with the City of Athens, Georgia dated the _____day of_____,19___, for furnishing material, labor and equipment to construct Additions to the Water System for the City of Athens, Georgia, Job No. 800023-01 more particularly mentioned, and

WHEREAS, it was one of the conditions of the award by said Owner pursuant to which said Contract was entered into, that these presents shall be executed.

NOW THEREFORE, the conditions of this obligation are such that if the above bound Principal shall promptly pay all subcontractors and all other persons supplying labor, materials, machinery and equipment furnished for the performance of the Work provided for by said Contract and such alterations or additions as may be made therein or in the Drawings and Specifications, then this bond to be void; otherwise, of full force and effect, and

The Surety to this bond, for value received, agrees that no change, extensions of time, alterations or additions to the terms of the Contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations or additions to the terms of the Contract or the Work or to the specifications.

It is agreed that this bond is executed pursuant to and in accordance with the provisions of Sections 23-1705 et seq., of the Code of the State of Georgia, as amended by the Act approved February 27, 1956 and is intended to be and shall be construed to be a bond in compliance with the requirements thereof.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this _____ day of _____, 19____.

_____
Principal

ATTEST:

_____ By _____ L.S.

Title _____

_____
Surety

ATTEST:

_____ By _____ L. S.

Title _____

COUNTERSIGNED:

By _____
Local Agent

Executed in
Quadruplicate

_____ of 4.

SECTION OA

OPINION OF ATTORNEY:

This is to certify that I have examined the attached Contract Documents, that after examination I am of the opinion that such documents conform to the laws of the State of Georgia that the execution of the construction Contract and the Contract Performance and Payment Bonds are in due and proper form, and that the representatives of the respective contracting parties have full power and authority to execute such construction Contract and Contract Performance Bonds on behalf of the respective contracting parties and that the foregoing agreements constitute valid and binding obligations on such parties.

_____

Attorney for

City of Athens, Georgia

This, the _____ day of _____, 19___.

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SECTION GC

GENERAL CONDITIONS:

01. DEFINITION OF TERMS:

a. Whenever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

"Owner" refers to the public body or authority, corporation, association, partnership, or individual for whom the work is to be performed.

"Engineer" or "Architect/Engineer" shall refer to Robert and Company Associates, the Engineer appointed by the Owner as representatives of the Owner, and to their properly authorized agents limited by the particular duties entrusted to them.

"Resident Inspector" or "Inspector" refers to the representatives of Robert and Company Associates, authorized to observe the construction of the project, whose decisions shall be subject to the approval of the Engineer.

"Contractor" or "General Contractor" shall mean the individual, firm or corporation undertaking the execution of the work under the terms of the Contract and acting through its agents or employees.

"Subcontractor" shall mean any individual, partnership, firm, corporation, or other entity who either maintains an employee or employees on the project site for the purpose of prosecuting the work of this Contract or provides materials worked to a special design according to the drawings and specifications of this Contract. Subcontractor shall not mean the General Contractor nor any entity who merely furnishes materials not worked to special design.

"Bidder" refers to any person, firm or corporation submitting a Proposal for the Work.

"Bonds" refers to bid, performance, payment, and other instruments of security furnished by the Contractor and his surety in accordance with the Contract Documents.

"Proposal" refers to the offer, bid, or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

"Contract" shall mean the written agreement between the Owner and the Contractor covering the Work to be performed. Other Contract Documents are attached to the Contract.

"Contract Documents" shall consist of Addenda, Advertisement for Bids, the Bonds, Certificates of Insurance, Change Order, Contract, Corporate Certificate, Drawings, General Conditions, General Requirements, (if any), Instructions to Bidders, Notice of Award, Notice to Proceed, Partnership Certificate, Special Conditions, and Technical Specifications. The intent of these documents is to include all materials, appliances, tools, labor, and services of every kind necessary for the proper execution of the work, and the terms and conditions of payment therefor. The Contract Document shall be considered as one, and whatever is called for by one of them shall be as binding as if called for by all.

"Contract Time" shall refer to the number of days stated in the Contract for the completion of the Work.

"Contract Price" shall refer to the total moneys payable to the Contractor under the Contract Documents.

"Change Order" refers to a written order to the Contractor signed by the Owner authorizing an addition, deletion, or revision in the Work, or an adjustment to the Contract Price or Contract Time, and issued after execution of the Contract.

"Field Order" refers to a written order issued by the Engineer which clarifies or interprets the Contract Documents.

"Notice of Award" refers to the written notice issued by the Owner to the apparent successful bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, the Owner will execute and deliver the Contract to him.

"Notice To Proceed" refers to the written notice issued by the Owner to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

"Specifications" refers to those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work. The Specifications generally consist of the General Requirements and Technical Specifications, as listed in the Table of Contents.

"Drawings" or "Plans" refers to those drawings which show the character and scope of the Work and include all drawings enumbered in the Index to Drawings and supplemental drawings, if any, identified elsewhere in the Contract Documents.

"Work" of the Contractor or Subcontractor shall include all labor, material, equipment, transportation, skill, tools, machinery and other equipment and things useful or necessary in order to complete the Contract.

"Shall" is mandatory; "may" is permissive.

02. APPLICABLE REQUIREMENTS:

a. The Work shall comply with the Contract Documents and with all applicable codes, laws and regulations of County, State or Federal agencies which may have cognizance of any part of the work. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted by appropriate modification. If the Contractor performs any work knowing it to be contrary to such codes, laws or regulations, and without such notice to the Engineer, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

b. In addition to safety and health requirements specified elsewhere in the Contract Documents, the Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) (and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54)).

03. CONTRACT SECURITY:

a. The Contractor shall furnish a contract performance bond and a payment bond, each equal to one hundred percent (100%) of the contract price. Bonds given shall meet the requirements of Georgia Code Section 23-1705. The surety on each bond shall be a surety company satisfactory to the Owner, duly authorized to do business in the State of Georgia, shall be listed in the Department of the Treasury Circular 570, and shall have an underwriting limitation in excess of 100% of the bid amount.

04. NOTICE AND SERVICE THEREOF:

a. Any notice to any Contractor from the Owner or the Engineer relative to any part of this Contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted by registered mail, to the said Contractor

at his last given address or delivered in person to said Contractor or his authorized representative on the work site.

05. SPECIFICATIONS:

a. The Specifications, the Drawings accompanying them, and the other Contract Documents, shall be supplementary to each other, and any material, workmanship, and/or service which may be in one, but not called for in the others, shall be as binding as if indicated, called for or implied by all.

b. The General Contractor will be held responsible to furnish all labor and materials necessary to complete the work as indicated by the Drawings and Specifications.

c. The General Contractor shall see to it that his work overlaps the work of all his Subcontractors on the job, and agrees to assume all responsibility for liability, workmanship and quality of material concerning any work done by said Subcontractor.

d. Each section or type of work is described separately in the Technical Specifications; however, should any item of material, equipment, work or combinations of such be required in one section, and not be described in that section and a similar item described in another section, that description shall apply regardless of the section under which it is described.

06. SPECIFICATIONS AND DRAWINGS TO BE SUPPLEMENTARY:

a. These Specifications and Drawings accompanying them are intended to describe and provide for a finished piece of work. They are intended to be supplementary, and what is called for by either shall be as binding as if called for by both.

b. The Contractor will understand that the Work herein described shall be complete in every detail, notwithstanding every item necessarily involved is not particularly mentioned and the Contractor shall be held responsible to provide all labor and material necessary for the completion of the indicated Work.

c. The Contractor shall, before the award of the Contract, report in writing to the Engineer any discrepancy which he may discover between the Drawings and the S pecifications. If the Contractor fails to call such discrepancy to the attention of the Engineer the subsequent decision of the Engineer as to which is correct shall be binding and final.

d. Should any error or inconsistency appear in the Drawings or the Specifications, the Contractor, before proceeding with the Work, shall make mention of the same to the Engineer for proper adjustment, and in no case shall he proceed with the Work in uncertainty.

07. PRESENT DOCUMENTS GOVERN:

a. The Contractor shall in no case claim a waiver of any specification requirements on the basis of previous approval of material or workmanship on other jobs of like nature or on the basis of what might be considered "standard" for material or workmanship in any particular location. The Contract Documents for this job shall govern the Work.

08. DRAWINGS:

a. The Drawings generally show work fully drawn out on only a portion of the drawings, the remainder in outline. The drawn out work must be understood as applying to other like or similar places.

b. Large scale or full size details will be furnished by the Engineer for work which, in their opinion, shall require such drawings and specifications, and as indicating additional work. Details shall be accurately followed, and any deviations therefrom shall be cause for the rejection of any work so executed.

c. All necessary dimensions are given on the Drawings and shall in all cases, except where a discrepancy occurs, be followed exactly.

d. The figures and notes on the Drawings, showing the indicated dimensions shall be used instead of scaling. No dimensions may be determined by scaling except the details drawn to a three inch scale or larger, and these only when dimensions are not specifically given.

09. CONTRACTOR'S SHOP DRAWINGS:

a. The preparation and submission of Shop Drawings shall be the responsibility of the Contractor.

b. Shop drawings to be furnished by the Contractor shall consist of such detailed drawings as may be required for the prosecution of the Work and are not included in the Drawings. Required Shop Drawings include all items listed in the Technical Specifications, and all such information as necessary to determine the suitability of items for their intended use, and compliance with the Contract Documents.

c. Shop drawings must be approved by the Engineer before the Work in question is performed. It is expressly understood, however, that approval by the Engineer of the Contractor's shop drawings does not relieve the Contractor of any responsibility for accuracy of dimensions and details. It is mutually agreed that the Contractor shall be responsible for agreement and conformity of his shop drawings with the Drawings and Specifications.

d. It is the responsibility of the Contractor to check all shop drawings before same are submitted to the Engineer for approval. The Contractor's attention is directed to the fact that the Engineer will not check shop drawings which have not previously been checked and approved by the Contractor.

e. Shop Drawings shall be submitted only by the Contractor who shall indicate by a signed stamp on the drawings that he has checked the shop drawings and that the work shown on them is in accordance with contract requirements and has been checked for dimensions and relationship with work of all other trades involved. Under no conditions shall shop drawings be submitted to the Engineer by any other than the Contractor.

f. The approval of such shop drawings by the Engineer shall not relieve the Contractor from responsibility for deviations from Drawings or the Specifications unless he has in writing called attention to such deviations, and the Engineer has approved the changes or deviations in writing at the time of submission, nor shall it relieve him from the responsibility for errors of any kind in shop drawings.

10. PUBLISHED SPECIFICATIONS:

a. When other published and generally available specifications are referred to any identified on the Drawings and in these Specifications, it shall mean the latest edition thereof, and they shall become a part of these Contract Documents.

11. INSTRUCTIONS, CHANGES, ETC.:

a. All changes, alterations or instructions in regard to any feature of the Work that differ from the Drawings and other Contract Documents must be approved in writing in all cases, and no verbal orders will be regarded as a basis for claims for extra work.

b. If the Contractor claims that any instruction by drawings or otherwise involve extra cost or an extension of time, he shall so notify the Engineer in writing within ten (10) days after the receipt of such instructions and in any event before proceeding to execute the Work. Therefore, the procedure shall be the same as that described in Changes In The Work. No such claim shall be valid unless made in accordance with the terms of this section.

c. No claims for extra cost will be considered based on an escalation of material prices throughout the period of the Contract.

d. No extra work is to be performed or any changes made that involves any extra cost until the Engineer has authorized the Contractor to proceed, in writing, except in an emergency endangering life or property. The procedures for additional payment shall be as set forth under Changes In The Work.

12. EXAMINATION OF WORK BY CONTRACTOR:

a. It is understood and agreed that the Contractor, has by careful examination, satisfied himself as to the nature and location of the Work, the conformation of the ground, the character quality and quantity of the facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work or the cost thereof under this Contract. No verbal agreement or conversation with any officer, agent or employee of the Owner or the Engineer, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained.

13. MATERIALS, SERVICES AND FACILITIES:

a. The Contractor shall at all times employ sufficient labor and equipment for prosecuting the several classes of work to full completion in the manner and time specified. Failure of the Contractor to provide adequate equipment may result in the cancellation of the Contract as herein provided. The equipment to be used on the Work by the Contractor shall be sufficient size to meet the requirements of the Work and shall be such as to produce a satisfactory quality of work, all to be subject to the approval of the Engineer.

b. Materials and equipment shall be so stored and handled as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection. No product which has in any way become unfit for the intended purpose shall be incorporated into the Work.

c. Manufactured articles, materials and equipment shall be applied, installed, connected, erected, cleaned and conditioned as directed by the manufacturer.

d. Materials, supplies and equipment to be incorporated into the Work shall be new and unused unless otherwise specifically stated in the Contract Documents. The source of supply for all such products shall be submitted to the Engineer, together with detailed descriptions thereof in the form of samples, shop drawings, tests or other means necessary to adequately describe the items proposed. If, after trial it is found that sources of supply, even though previously approved by the Engineer, have not furnished products meeting the intent of the Contract Documents, the Contractor shall thereafter furnish products from other approved sources, and shall remove completed work incorporating products which do not meet contract requirements.

e. Any work necessary to be performed after regular working hours, on Sundays or legal holidays, shall be performed without additional expense to the Owner.

f. Working hours will be between dawn and dusk, Monday through Friday; work outside these hours will be allowed only with written approval of the Owner.

g. The Contractor shall maintain an office with a telephone or other satisfactory means of contact.

14. "OR EQUAL" CLAUSE:

a. Whenever a material or article required is specified or shown on the Drawings by using the name of the proprietary product or of a particular manufacturer or vendor, it is intended to denote the quality standard of the article desired, but does not restrict Contractors to the specified brand, make or manufacturer so named. Any material or article which will perform adequately the duties imposed by the general design may be considered equal and satisfactory providing the material or article so proposed is of equal substance and function. The opinion of the Engineers shall be final and no substitute material or article shall be purchased or installed without their written approval.

15. INSPECTION AND TESTING OF MATERIALS:

a. Unless otherwise specifically provided for, the inspection and testing of materials and finished articles to be incorporated in the work at the site shall be made by bureaus, laboratories, or agencies approved by the Engineer. Unless otherwise specifically provided, all material inspection and testing cost will be paid by the Contractor. The Contractor shall furnish evidence satisfactory to the Engineer that the material and finished articles have passed the required tests prior to the incorporation of such materials and finished articles in the Work.

16. INSPECTION OF WORK:

a. The Contractor shall, at all times, permit and facilitate inspection of the work by authorized representatives of the Owner, the Engineers and Public Authorities having jurisdiction in connection with the work of this Contract. The Engineers shall interpret and enforce the terms of the Contract Documents, inspect the quality of the work and make recommendations con cerning payment for the acceptance of completed work. The

presence of the Engineers or their representative at the site of the work shall not be construed to, in any manner, relieve the Contractor of his responsibility for strict compliance with the provisions of the Contract Documents.

17. AUTHORITY OF ENGINEER:

a. The Contractor shall perform all of the Work herein specified under the general direction, and to the entire satisfaction, approval and acceptance of the Engineer. The Engineer shall decide all questions relating to the character of the Work performed and as to whether the rate of progress is such that the Work will be completed within the time limit of the Contract. Questions as to the meaning of these Contract Documents and questions relating to design will be referred to the Engineer.

b. The approval of the Engineer of any materials, plants, equipment, drawings, or of any other items executed, or proposed by the Contractor, shall be construed only to constitute an approval of general design. Such approval shall not relieve the Contractor from the performance of the Work in accordance with the Contract Documents, or from any duty, obligations, performance guarantee, or other liability imposed upon him by the provisions of the Contract.

c. The responsibility of the Engineer during construction shall be to make periodic visits to the site to observe the progress and quality of the Work; he will not make continuous on-site inspections. He will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents. Any defects or deficiencies in the work of the Contract observed during such visits will immediately be brought to the attention of the Contractor. The Engineer shall have the authority to stop the Work, if necessary to assure proper execution, and to disapprove work as not conforming to design.

18. AUTHORITY AND DUTIES OF INSPECTORS:

a. Inspectors shall be authorized to inspect all work done and all materials furnished, including preparation, fabrication and manufacture of the materials to be used, but they shall not be authorized to alter or waive any requirements of the Drawings, Specifications, or other Contract Documents. The Inspector may reject materials or suspend the work until any question at issue can be referred to and decided by the Engineer. The responsibility of the Contractor is not lessened by the presence of the Inspector.

19. NO PERSONAL LIABILITY:

a. In carrying out any of the provisions of the Contract or in exercising any power or authority granted to him thereby, there shall be no personal liability upon the Engineer nor upon any officer or employee of the Owner, it being understood that in such matters, they act as the agent and representative of the Owner.

20. PROHIBITED INTERESTS:

a. No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exectise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

21. REJECTION OF WORK AND MATERIALS:

a. All materials and equipment furnished and all work done that is not in accordance with the Drawings of Specifications or that is defective will be rejected. All rejected materials, equipment or work shall be removed immediately. If rejected materials, equipment or work is not removed within forty-eight (48) hours from the date of letter of notification, the Engineer shall have the right and authority to stop the Contractor and his work immediately, and/or shall have the right to arrange for the removal of said rejected materials, equipment or work at the cost and expense of the Contractor. All rejected materials, equipment or work which conforms with the Drawings and Specifications at no additional cost to the Owner.

b. Inspection of the Work shall not relieve the Contractor of any of his obligations to fulfill his contract and defective work shall be made good regardless of whether such work, material or equipment has been previously inspected by the Engineer and accepted or estimated for payment. The failure of the Engineer to condemn improper materials or workmanship shall not be considered as a waiver of any defect which may be discovered later, or for work actually defective. All work, material and/or equipment shall be guaranteed against defects for a period of one year from date of project acceptance as established by the Engineer.

22. DISAGREEMENTS:

a. Should any disagreement or difference arise as to the estimate, quantities or classifications or as to the meaning of the Drawings or other Contract Documents, or any materials and construction thereof, the decisions of the Engineer shall be final and conclusive and binding upon all parties to the Contract.

23. WEATHER CONDITIONS:

a. In the event of temporary suspension of Work, or during inclement weather, or whenever the Engineer shall direct, the Contractor will be required to protect all Work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any work or materials shall have been damaged or injured by reason of failure to protect such, all such materials or work shall be removed and replaced at the expense of the Contractor.

24. ROYALTIES AND PATENTS:

A. The Contractor shall hold and save the Owner and its officers, agents, servants and employees, harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.

25. CONTRACTOR"S PERSONNEL:

a. An experienced superintendent and necessary assistants competent to supervise the particular types of work involved shall be assigned to the project by the Contractor, and shall be available at all times when work is in progress. The name of the superintendent shall be submitted with qualifications of same prior to start of the work and shall be approved by the Engineer prior to start of the Work. The superintendent so named by the Contractor shall be employed by the Contractor and shall have served in a supervisory capacity on at least one project of like description and size performed by the Contractor during the previous twelve months. Under no circumstances shall an employee of any subcontractor serve as project superintendent. The superintendent shall represent the Contractor, and all directions given to the superintendent shall be as binding as if given to the Contractor.

b. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ on the Work any unfit person or persons or anyone unskilled in the work assigned him. The Contractor shall discharge, at once, from his services voluntarily or when required by the Engineer, any disorderly, dangerous, insubordinate or incompetent person employed on the Work and shall not again employ said person on this project.

26. LINES, GRADES AND MEASUREMENTS:

a. The Engineers will set sufficient base lines, indicated datum level, and the dimensions on the plans and shall be responsible for all of his grades. He shall check carefully all dimensions before starting any work and report to the Engineers any discrepancies for correction.

b. The Contractor shall be responsible for the preservation of all lines, points and elevations furnished and shall bear the expense of resetting same, if through carelessness or negligence they are destroyed.

27. PERMITS AND LICENSES:

a. Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Permits, licenses, easements and land for permanent structures or permanent changes in existing facilities will be secured and paid for by the Owner, unless otherwise specified.

28. LAWS AND REGULATIONS:

a. The Contractor's attention is directed to the fact that all applicable Federal, State and County laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract Documents the same as though herein written out in full. The Contractor shall keep himself fully informed of all laws, ordinances and regulations of the Federal, State, and County in any manner affecting those engaged or employed in the Work or the materials used in the Work or in any way affecting the conduct of the Work and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in

this Contract, or in the Drawings or other Contract Documents herein referred to, in relation to any such law, regulation, ordinance, order or decree, he shall herewith report the same, in writing, to the Engineer. He shall at all times himself observe and comply with all such laws, ordinances and regulations, and shall protect and indemnify the Owner and its agents against any such law, ordinance, regulation, order or decree, whether by himself or by his employees.

29. CONTRACTOR'S OBLIGATIONS:

a. The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the Work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract, the Drawings, and other Contract Documents, and in accordance with the Work covered by this Contract and any and all supplemental drawings of the Work covered by this Contract and in accordance with the directions of the Engineer as given from time to time during the progress of the Work. He shall furnish, erect, maintain, and remove such construction, plant and such temporary works as may be required. He alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or oepration. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements and limitations of the Contract Documents, local ordinances, and State and Federal laws; and shall do, carry on, and complete the entire Work to the satisfaction of the Engineer and the Owner.

30. SUBCONTRACTING:

a. The Contractor shall not subcontract the complete Work, or any portion thereof, without prior written approval of the Engineer.

b. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

c. Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.

31. ASSIGNMENTS:

a. The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject ot prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

32. OTHER CONTRACTS:

a. The Owner may award other contracts for additional work and the Contractor shall fully cooperate with such other contractors and carefully fit his own work to that provided under other contracts as may be directed by the Engineer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor.

33. MUTUAL RESPONSIBILITY OF CONTRACTORS:

a. If, through acts of neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage on the Work, the Contractor agrees to settle with such other contractor or subcontractor by agreement or arbitration if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

34. CONTRACTOR'S HOLD HARMLESS AGREEMENT - INSURANCE:

a. The General Contractor shall be responsible from the time of signing the Contract, or from the time of the beginning of the first work, whichever shall be the earlier, for all injury or damage of any kind resulting from this work, to persons or property. The Contractor shall exonerate, indemnify and save harmless the Owner and the Engineer from and against all claims or actions, and all expenses incidental to the defense of any such claims, litigation and actions, based upon or arising out of damage or injury (including death) to persons or property

caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with work performed under this Contract and shall assume and pay for, without cost to the Owner or the Engineer, the defense of any and all claims, litigations and actions, suffered through any act or omission of the Contractor or anyone directly or indirectly employed under the supervision of any of them.

b. The Contractor shall obtain, maintain, and furnish the following along with Bonds and other Contract Documents sent to the Owner for execution:

1. Certificates of Insurance from licensed companies doing business in the State of Georgia and acceptable to the Owner covering:

    a. Statutory Workmen Compensation Insurance;

    b. Comprehensive Liability Insurance covering all operations and automobiles:

        With limits of $1,000,000/$3,000,000 Bodily Injury inclusive of protection against bodily injury due to excavation, shoring, underpinning, and blasting, to the extent to which such risks are present.

        With limit of $1,000,000 Property Damage, inclusive of protection against damage due to excavation, shoring, underpinning and blasting, to the extent to which such risks are present.

2. Certificates of Insurance must be executed in accordance with the following provisions:

    a. Certificates to contain policy number, policy limits and policy expiration date of all policies issued in accordance with this Contract;

    b. Certificates to contain the location and operations to which the insurance applies;

    c. Certificates to contain specific statement that blasting coverage is included to the extent to which such risk is present;

    d. Certificates to contain Contractor's protective coverage for any Subcontractor's operations;

e. Certificates to contain the following clause:

"Re: Change or cancellation: Policies certified will not be changed or cancelled without ten (10) days prior notice to the Owner and the Engineer, as evidenced by return receipts of registered or certified letters."

f. Certificates to contain endorsement incorporating Hold Harmless Agreement assumed by Contractor as follows:

On the front of the certificate, the certificate to contain the following clause:

"Re: Indemnification Agreement: Contract liability is included. See Indemnification Agreement clause on the reverse side of certificate."

On the reverse of the certificate, Hold Harmless Agreement as specified under 34a.

3. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth in 34a for all Subcontractors who are engaged in this Work.

4. The Contractor agrees to carry statutory Workmen's Compensation Insurance and to have all Subcontractors likewise carry compensation insurance.

5. Builders Risk (Fire and Extended Coverage):

The Contractor shall purchase and maintain adequate fire and standard extended coverage insurance upon the project. The insurance shall provide protection at all times against loss by the Owner and Contractor until final acceptance of the entire project. This provision with respect to Builder's Risk Insurance shall in no way relieve the Contractor of his obligation of completing the work covered by the Contract.

35. SOCIAL SECURITY TAX:

a. The Contractor assumes and is liable specifically for all State and Federal so-called Payroll or Social Security Taxes and guarantees to hold the Owner harmless in every respect against same.

36. SALES TAX:

a. The Contractor assumes and is liable specifically for all State and Federal Sales and Use Taxes that may be in force at the time of the Award of the Contract, except taxes from which the Owner may be exempt.

37. LAND AND RIGHTS-OF-WAY:

a. Prior to entering on any land or right-of-way, the Contractor shall ascertain the requirements of applicable permits or easements obtained by the Owner and shall conduct his work in accordance with requirements thereof including the giving of notice. The Contractor shall be fully responsible for performing work to the requirements of any permit or easement granting entity even though such requirements may exceed or be more stringent than that otherwise required by the Contract Documents, and shall compensate the Owner fully for any loss or expense arising from failure of the Contractor to perform as required by such entity.

b. The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

38. ESTIMATE OF QUANTITIES:

a. The estimated quantities of Work to be done and materials to be furnished under this Contract if shown in any of the documents including the Proposal, are given only for use in comparing bids and to indicate approxiamtely the total amount of the Contract; and the right is especially reserved as except herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the Work contemplated by this Contract, and such increase or diminution shall, in no way, vitiate this Contract, nor shall any such increase or diminution give cause for claims or liability for damages.

39. USE OF PREMISES:

a. The Contractor shall confine his apparatus, the storage of materials, and the operations of his workmen to limits indicated by law, ordinances, permits or directions of the Engineer and shall not unreasonably encumber the premises with his materials. The Contractor shall not load or permit any part of the Work to be loaded with a weight that will endanger its safety. The Contractor shall enforce the Owners instruc-

tions regarding signs, advertisements, fires and smoking.

40. PROTECTION OF WORK, PROPERTY AND PERSONS:

a. The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, lakes, drainage ways, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of contruction.

b. The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable solely to the fault of the Contract Documents or solely to the acts or omissions or the Owner or anyone employed by them and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

c. If existing utilities or structures are indicated by the Contract Documents, no warranty is made as to the accuracy or completeness of such indication. The Contractor shall, prior to commencing other on-site work, accurately locate above and below ground utilities and structures which may be affected by the Work, using whatever means may be appropriate. The Contractor shall mark the location of existing utilities and structures, not otherwise readily visible, with flagging, stakes, barricades, or other suitable means, and shall preserve and protect all utilities and structures not designated for removal, relocation or replacement in the course of construction. He shall notify the Engineer promptly on discovery of any conflict between the Contract Documents and any existing facility.

d. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special insturction or authorization from the Engineer shall act to prevent threatened damage, injury or loss. He will give the Engineer prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Engineer for review. The amount of reimbursement claimed by the Contractor and approved by the Engineer on account of any emergency action shall be determined in the manner prescribed for Changes In The Work, and a Change Order shall thereupon be issued covering such claim.

41. CONTRACTOR'S RESPONSIBILITY FOR WORK:

a. All Work under this Contract shall be under the care of the Contractor and he shall take every necessary precaution against injury or damage to the same, until final written acceptance is received from the Engineer. The Contractor shall rebuild, repair, restore and make good, at his own expense, all damages or injury occasioned by the action of elements, or any other cause whatsoever, before its final completion or acceptance.

42. PRIOR USE BY OWNER:

a. Prior to completion of the Work, the Owner may take over operation and/or use of the incompleted project or portions thereof. Such prior use of facilities by the Owner shall not be deemed as acceptance of any Work or relieve the Contractor from any of the requirements of the Contract Documents.

43. CLEANING UP:

a. The Contractor shall clean up and remove accumulated dirt at such times as he may be directed to do so by the Engineer and he shall remove, at his own expense, from the Work and from the adjoining property all rubbish and surplus materials resulting from his operations, which may have accumulated during the process of the Work, and leave the Work in a neat and orderly condition upon completion. Clean up work shall include the removal of stumps, tree trunks, limbs and surplus rock from the job site, removal of all barricades and warning signs, and final dressing by bringing earth to original grade and seeding or sodding as required.

b. Failure to follow the Engineer's written directions as to cleaning up at any time within twenty-four hours after such directions are given, shall thereupon give the Owner the right to clean up at the expense of the Contractor.

44. BARRICADES AND WARNING SIGNS:

a. The Contractor shall provide, erect, maintain and finally remove all barricades and detour signs necessary to properly protect and divert traffic. Such barricades and signs shall be illuminated at night. The Contractor will be held responsible for all damage to the Work due to failure of the signs and barricades to properly protect the Work from traffic, pedestrians, animals and from all other sources. The Contractor will also be held responsible for damage to persons or property due to failure to erect and maintain adequate barricades and signs. The construction of all barricades shall be such as acceptable to the Engineer and affected agencies having control over traffic.

45. TRAFFIC UNDER CONSTRUCTION:

a. The Contractor shall expedite his work so as to interfere as little as possible with the traffic along and across the street and at entrances to property.

b. Where construction is within existing highway, street or road right-of-way, the Contractor shall determine the exact traffic control requirements of the state, county or city authority having jurisdiction over the right-of-way and shall provide, operate and maintain all signs, barricades, lights and flagmen required by the authority.

46. MAINTENANCE OF SERVICE:

a. All existing utilities, both public and private, including sewer, gas, water, electrical and telephone services, etc., shall be protected and their operation shall be maintained throughout the course of the Work. Any temporary shutdown of existing service shall be arranged between the Contractor and the responsible agency. The Contractor shall assume full responsibility and hold the Owner harmless from the result of any damage that may occur as a result of the Contractor's activities.

47. CHANGES IN THE WORK:

a. The Owner may order extra work, or make changes by altering, adding to, or deducting from the Work, the Contract sum being adjusted accordingly. All such orders and adjustments shall be in writing in the form of a Change Order. All such work shall be executed under the conditions of the original Contract, except that any claim for the extension of the time caused thereby shall be adjusted at the time of ordering such a change.

Upon receipt of a fully executed Change Order, the Contractor shall proceed with the Work involved.

b. The Engineer shall have the authority to make minor changes in the Work, not involving extra cost and not inconsistent with the purpose of the Work. These changes may be accomplished by means of a Field Order. If the Contractor believes that any minor change or alteration authorized by the Engineers entitles the Contractor to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefor as provided in Instruction, Changes, Etc.

c. Additional work performed by the Contractor, without authoriazation of a Change Order, will not entitle the Contractor to a change in the Contract Price or the Contract Time, except in the case of an emergency endangering life or property.

d. The value of any extra work or change which cannot be adjusted by an increase or decrease in Contract unit items shall be determined in one or more of the following ways:

1. By estimate and acceptance in a lump sum;

2. The actual cost, by keeping a correct account, including all vouchers, for:

    a. The actual payroll costs of all workmen, including foremen;

    b. The Contractor's net cost for materials entering permanently into the Work;

    c. The ownership or rental cost of construction plant and equipment during period of actual use of the extra work;

    d. The charges for extra power and consumable supplies;

    e. The pro rata charges for insurance covering Public Liability, Workmen's Compensation, Old Age and Unemployment and Social Security;

    f. To the cost of items enumerated above shall be added a fixed fee for combined overhead and profit, not to exceed fifteen percent of the enumerated items except that actual cost only will be allowed for social security, old age and unemployment insurance. The allowance for combined overhead and profit so calculated shall be the only such allowance included in the total cost to the owner. Among the items considered as overhead are costs for insurance other than

above, bond, superintendence, time keeping, clerical work, watchman, use of small tools, general office expense and miscellaneous.

48. TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

a. It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning, rate of progress and the Contract Time are essential conditions of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the Notice To Proceed.

b. The Contractor agrees that said Work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time described herein is a reasonable time for the completion of the Work, taking into consideration the average climate range and usual industrial conditions prevailing in this locality.

c. If the said Contractor shall neglect, fail or refuse to complete the Work within the time herein specified, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner, the amount specified in the Special Conditions, not as a penalty, but as liquidated damages, for such breach of Contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the Work.

d. The said amount is fixed and agreed upon by and between the Contractor and the Owner, because of the impracticability and extreme difficulty to fixing and ascertaining the actual damages, the Owner would, in such event, sustain and said amounts shall be retained from time to time by the Owner from current periodical estimates.

e. It is further agreed that time is of the essence of each and every portion of this Contract and of the other Contract Documents wherein a definite portion and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be the essence of this Contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due:

1. To any preference, priority or allocation order duly issued by the Government;

2. To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or the public enemy, acts of the Owner, acts of another contractor in the performance of a Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; and

3. To any delays of Subcontractors occasioned by any of the causes specified in subsections 1 and 2 above.

f. Provided further, that the Contractor shall within ten (10) days from the beginning of such delay, notify the Engineer, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

49. PAYMENTS BY CONTRACTOR:

a. The Contractor shall furnish the Owner, whenever requested, with satisfactory evidence that all persons who have done work, or furnished materials under this agreement have been duly paid or satisfactorily secured. In case such evidence is not furnished aforesaid, such amounts as may be necessary to meet the claim of such unsatisfied person may be retained from monies due to the Contractor under this Contract, until the liabilities aforesaid shall be fully discharged.

50. PAYMENTS TO CONTRACTOR:

a. Contractor's Breakdown of Lump Sum Payment Items - The Contractor shall immediately after the Contract has been awarded, submit to the Engineer, breakdown showing estimates of all costs apportioned to the major elements of equipment, material and labor comprising the total work included under any of the lump sum items shown in the Proposal. These estimates as approved will serve as the basis for estimating of payments due on all progress estimates.

b. Monthly Progress Payments - The Owner shall make a monthly progress payment to the Contractor on the basis of a duly certified and approved estimate of work performed. To insure proper performance of this Contract, the Owner shall retain ten percent (10%) of the amount of each payment until final completion and acceptance of all work covered by this Contract.

c. Materials and Work Covered by Partial Payments - All materials and work covered by progress estimates shall, upon payment thereof, become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made, or the restoration of any damaged work, or the removal and replacement of any material or work which does not comply with the Contract Documents.

51. OWNER'S RIGHT TO WITHHOLD PAYMENTS:

a. The Owner, may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary to protect the Owner from loss on account of:

1. defective work not remedied;

2. claims filed or reasonable evidence indicating probable filing of claims;

3. failure of the Contractor to make payments properly to Subcontractors or for material or labor;

4. a reasonable doubt that the Contract can be completed for the balance then unpaid;

5. failure to provide insurance, bonds, or an office with telephone or other satisfactory means of contact.

b. The Owner shall have the right to disburse and act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment therefrom. The Owner will render to the Contractor a proper accounting of all such funds disbursed in behalf of the Contractor.

52. OWNER"S RIGHT TO SUSPEND OR TERMINATE WORK:

a. The Owner may, at any time and without cause suspend the work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by written notice to the Contractor which shall fix the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or extension of the Contract Time, or both, directly attributable to any suspension.

b. If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, of if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction over the Work or if he disregards the authority of the Engineer, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety a maximum of seven (7) days from delivery of a written notice, terminate the services of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract sum exceeds the direct and indirect costs of completing the Work including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated in a Change Order.

53. CONTRACTOR'S RIGHT TO TERMINATE CONTRACT:

a. Should the Work be stopped by any public authority for a period of ninety (90) days or more, through no fault of the Contractor, or should the Owner fail to pay the Contractor any payment within a reasonable length of time after the payment shall become due, the Contractor, upon seven (7) days written notice to the Owner, may stop work, or terminate the Contract and recover from the Owner payment for all work executed.

54. MEASUREMENT OF WORK:

a. Measurement of Work, where applicable for payment purposes, will be in accordance with the General Requirements Section of the Specifications.

b. No extra or customary measurement of any kind shall be allowed in measuring the Work under this Contract; only the actual lengths, areas, solid contents, weights or numbers, as required by the terms of this Contract shall be considered,

and the lengths shall be measured on the center lines of the work, whether the same be straight or curved, unless otherwise provided in the General Requirements.

55. ACCEPTANCE OF WORK AND FINAL PAYMENT:

a. Before final acceptance of the Work and payment to the Contractor of the percentage retained by the Owner, the following requirements shall be complied with:

1. Final Inspection: Upon notice from the Contractor that his work is completed, the Engineer shall make a final inspection of the work, and shall notify the Contractor of all instances where his Work fails to comply with the Drawings and Specifications, as well as any defects he may discover. The Contractor shall immediately make such alterations as are necessary to make the Work comply with the Drawings and Specifications.

2. Liens: Final acceptance of the Work will not be granted and retained percentage will not be due or payable until the Contractor has furnished the Owner proper and satisfactory evidence under oath that all claims for labor and materials employed or used in the construction of the work under this Contract have been settled, and that no legal claims can be filed against the Owner for such labor or materials.

3. Final Estimate: When the work under this Contract is completed, a final estimate shall be submitted representing the original Contract sum plus or minus all Change Orders to the Contract. The final payment shall not be due until the Contractor shall have completed all work, necessary and reasonably incidental to the Contract, including final cleanup, and shall have delivered to the Owner a release of all liens arising out of the Contract, or receipts in full certifying complete payment for all materials and labor for which liens could be filed, or a bond acceptable to the Owner indemnifying the Owner against any lien.

4. Acceptance and Final Payment: All prior certificates or estimates upon which payments have been made shall be considered approximate only, and subject to correction in the final payment. The amount of the final estimate less the ten percent (10%) retained and less the sum of all prior payments will be paid to the Contractor within thirty (30) days after approval by the Engineer. The retained percentage will not be due or payable to the Contractor until after a sixty (60) day maintenance period, where applicable, during which time the Contractor will be required to maintain all work done by him in a first class manner.

b. Acceptance of the Work and the making of final payment shall not constitute waiver of any claims by the Owner. Payments otherwise due the Contractor may be withheld by the Owner because of defective work not remedied, liens filed, unadjusted damage to others by the Contractor or Subcontractors, vendors or laborers.

56. DEDUCTION FOR UNCORRECTED WORK:

a. If the Owner deems it expedient to accept Work injured or not done in accordance with the Contract, an equitable adjustment will be made with a proper deduction from the Contract price for unsatisfactory work.

57. GUARANTEE AND CORRECTION OF WORK:

a. The Contractor shall guarantee all Work to have been accomplished in conformance with the Contract Documents. Neither the final certificate of payment nor any provision of the Contract Documents, nor partial or entire occupancy or use of the Work by the Owner, shall constitute an acceptance of any part of the Work not done in accordance with the Contract Documents, or relieve the Contractor of liability for incomplete or faulty materials or workmanship. The Contractor shall promptly remedy any omission or defect in the Work and pay for any damage to other improvements or facilities resulting from such omission or defect which shall appear within a period of one (1) year from the date of final acceptance, unless a longer period is elsewhere specified. In the event that the Contractor should fail to make repairs, adjustments, or other remedy that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Contract Performance Bond shall remain in full force and effect through the guarantee period.

SPECIAL CONDITIONS

DESCRIPTION OF THE WORK:

In general, the work consists of furnishing all materials, labor, constructing and placing into permanent operation the following:

1. A 30" raw water main along Mitchell Bridge Road and U.S. 29 By-Pass from the Middle Oconee River to the Athens Filter Plant.

2. A 20" water main along Mitchell Bridge Road from the Middle Oconee River to Tallassee Road.

3. A 24" water main along U.S. 29 By-Pass from Tallassee Road to the Athens Filter Plant.

OBSTRUCTIONS:

All known existing and proposed obstructions are shown on the Drawings; however, the Contractor shall verify these on the ground and provide for all obstructions encountered and shall use utmost caution in all operations to avoid damage to existing pipes, conduits, cables, pole lines, structures, etc., whether or not shown on the Drawings. Any damage to existing structures or utilities shall be repaired or made good by the Contractor at no expense to the Owner.

The Owner will obtain the necessary permanent easements for construction across public and private property, streets, railroads, telephone lines, power lines, etc. The Contractor shall abide by all rules, regulations, and requirements of the Owner of such property in regard to the construction under this Contract, including the giving of notices, provisions for inspection, and employment of such methods of construction as may be required.

Wherever additional costs are incurred due to such requirements, all such costs shall be included in the prices bid. No additional compensation will be allowed for such costs after award of the Contract.

The intent of the Specifications is for the contractor to be entirely responsible for all obstructions, regardless of whether or not shown on the Plans. Any obstructions encountered at any time and in any location shall be provided for in the most practical manner. Utilities shall be kept in operation. Should it become necessary to install temporary lines, temporary pumps or other means for the continuous operation of utilities, all of

this work shall be done, maintained, operated, and removed upon completion, at no additional cost to the Owner. No trees are to be removed or severely pruned, except as approved by the Owner.

SHORING:

The Contractor shall provide all permanent and temporary piling, shoring, anchoring guy wire, and bracing reasonably required by the nature of his work, in order to make all parts absolutely stable and rigid, even when such piling, shoring, anchoring and bracing are not explicitly called for. He will be held strictly accountable for any damange resulting from failures to provide it, either through lack of proper judgment or for any other cause.

PROPERTY CONFINES:

The Contractor has no authority to permit the use of any portion of the premises by anyone, except for business connected with the construction in which this Contract is concerned.

STORAGE OF APPARATUS AND MATERIALS:

All equipment and materials shall be stored in such a manner as to insure the preservation of their quality and fitness for the work. Materials stored shall be located so as to facilitate prompt inspection and shall be confined to space designated by the Resident Inspector.

All such materials shall be stored so as not to interfere with the use of fire hydrants or construction facilities.

Should it become necessary at any time during the progress of the whole project to move materials which have been temporarily placed previous to their use in the construction, the Contractor shall, when so directed by the Engineers, move them without additional cost to the Owner.

The Contractor shall be responsible for all damage from unloading, handling and/or placing.

SALVAGED MATERIAL AND EQUIPMENT:

All material and equipment required to be removed and not reused in the new work, which are at salvage quality shall remain

the property of the Owner and shall be stored by the Contractor at the Owners storage yard and in the manner directed by the Engineers.

MAINTENANCE OF OPERATION AND SERVICES:

No utility (water, sewer, gas, telephone, electric, etc.) service shall be interrupted without the permission of the utility owner. Where any of the work may require an interruption of service, permission for such interruption must be obtained from the Superintendent of the Water and Sewer Department or from a responsible official of affected utility and the work shall be performed in accordance with and at such time as may be designated by the utility owner. No extra compensation will be allowed the Contractor because of requirements, restructions or limitations of work that may be required by the utility owner.

Tapping, plugging and connecting to existing water mains shall be done during periods of low demand and shall be performed at night, on week-ends or other times designated by the Owner. The Owner will cooperate with the Contractor in every way possible to insure that the work is completed on schedule. The number of shutdowns for connecting new work shall be kept to a minimum.

PLANS FOR CONSTRUCTION PURPOSES:

The Contractor will be furnished six (6) complete sets of Plans and six (6) sets of Specifications, applicable to the work required under this Contract for use during the course of construction. If additional sets are needed, the Contractor will be required to pay the actual cost of printing and handling.

SANITARY FACILITIES:

The Contractor shall provide ample sanitary toilet accomodations which meet the City and State regulations. He shall keep such places in a sanitary condition, and prior to the completion of the Contract, he shall remove all such structures and restore the site as originally found.

USE OF CHEMICALS:

All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant,

polymer, reactant or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in conformance with instructions.

ENVIRONMENTAL PROTECTION:

During construction the Contractor shall provide rows of hay bales, and/or other preventive measures as may be required by governing laws or ordinances to prevent siltation and soil erosion.

All such work shall be done without additional cost to the Owner.

The Contractor will restore all disturbed areas to their present or better condition upon completion of construction.

NATIONAL SAFETY CODE PROVISIONS:

The Contractor shall be responsible for keeping the Engineer advised of any conflicts due to any provisions or changes in the safety code which affect the work as shown on the Drawings, and described in the Specifications. It shall be the Contractor's responsibility to observe all provisions of the National Safety Code, keeping current with changing requirements, in all phases of the work at all times.

SAFETY AND HEALTH REGULATIONS:

In addition to safety and health requirements specified elsewhere in the Contract Documents, the Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupationsl Safety and Health Act of 1970 (PL 91-596) and under Sec. 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).

MAINTENANCE PERIOD:

A sixty (60) day maintenance period will be required. For sixty days from the date of final project acceptance, the Contractor shall fully maintain all work in proper operating condition. This includes all routine and special maintenance and necessary adjustments to equipment, as well as repair of defects or deficiencies

discovered. During this time the Contractor shall fully instruct the Owner's personnel in the operation and maintenance of all equipment or products furnished. The extent of operation will be as required by the Owner.

The maintenance period is supplemental to and in addition to the guarantee period.

RIGHTS-OF-WAY AND SUSPENSION OF WORK:

All lands and rights-of-way will be acquired by the Owner prior to the award of any construction contract upon which the work called for in the Contract is to be done. No complications are anticipated in obtaining the easements or right-of-way; however, should the Owner be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement, by reason of his inability to procure any lands or rights-of-way for the said work, the Contractor shall not be entitled to make or assert any claim for damage by reason of said delay, or to withdraw from the Contract except by consent of the Owner; but time for completion of the work will be extended to such time as the Owner determines will compensate for the time lost by such delay, such determination to be set forth in writing.

DRAWINGS:

Following is a list of drawings which accompany and form a part of these specifications. These drawings have been prepared by Robert and Company Associates, Architects-Engineers-Planners, acting for the City of Athens, Georgia. Wherever the terms "Drawings" or "Plans" occur in any of the Specifications or Contract Documents they shall refer to these drawings.

Additional details will be supplied if necessary during the progress of the work for further clarification of the plans. Such additional drawings shall be as binding upon the Contractor as the original drawings.

LIST OF DRAWINGS:

Sheet No.	Drawing No.	Description
1	800023-01-1	Location Plan, Legend and List of Drawings
2	800023-01-2	Sta. 0+00 to Sta. 15+00
3	800023-01-3	Sta. 15+00 to Sta. 31+00
4	800023-01-4	Sta. 31+00 to Sta. 46+00

Sheet No.	Drawing No.	Description
5	800023-01-5	Sta. 46+00 to Sta. 61+00
6	800023-01-6	Sta. 61+00 to Sta. 77+00
7	800023-01-7	Sta. 77+00 to Sta. 92+00
8	800023-01-8	Sta. 92+00 to Sta. 107+00
9	800023-01-9	Sta. 107+00 to Sta. 122+00
10	800023-01-10	Sta. 122+00 to Sta. 137+50
11	800023-01-11	Sta. 137+50 to Sta. 153+50
12	800023-01-12	Sta. 153+50 to Sta. 169+00
13	800023-01-13	Sta. 169+00 to Sta. 185+00
14	800023-01-14	Sta. 185+00 to Sta. Plant
15	800023-01-15	Plant to Forbestein St.
16	800023-01-16	Road Construction Details
17	800023-01-17	Construction Details

REFERENCE TO OWNER:

a. All references in the Contract Documents pertaining to the City of Athens, the City, etc., shall refer to the "Mayor and Council of the City of Athens," the official legal title of the Owner.

BONDS:

a. Where the Bonds are required to be countersigned by a local agent, an agent in either Athens or the Metropolitan Atlanta Area shall be acceptable.

DETAIL SPECIFICATIONS

DUCTILE IRON PIPE:

All 6" and larger ductile iron pipe shall have push-on joints and shall be manufactured in accordance with the latest ANSI Specification A21.51 (AWWA C151) and shall be cement lined and coated in accordance with the latest ANSI Specification A21.4 (AWWA C104). All ductile-iron pipe shall have the following nominal wall thickness:

Pipe Diameter	Thickness Class	Nominal Thickness in Inches
30"	52	0.47
24"	51	0.41
20"	50	0.36
16"	50	0.34
12"	50	0.31
10"	50	0.29
8"	50	0.27
6"	50	0.25

Restrained joint ductile pipe shall be "Lok-Tyte" as manufactured by U.S. Pipe and Foundry Co. or "Lok-Fast" as manufactured by American Cast Iron Pipe Co. or approved equal.

Ball joint ductile pipe shall be "Flex-Lok Boltless" as manufactured by American Cast Iron Pipe Co. or "Usiflex Boltless" as manufactured by U.S. Pipe and Foundry Co.

MECHANICAL JOINT FITTINGS:

Fittings shall be ductile-iron mechanical joint fittings in accordance with the latest ANSI Specification A21.10. The outside shall be coated and the inside shall be cement lined in accordance with the latest ANSI Specification A21.4. All mechanical joint fittings shall be suitable for a minimum working pressure of 250 p.s.i. and shall be furnished complete with gasket, gland, nuts and bolts.

Restrained joint fittings shall have the same joint and the same manufacturer as the restrained joint pipe in which the fitting is included.

CONCRETE PRESSURE PIPE AND FITTINGS:

Concrete pressure pipe and fittings shall be prestressed concrete steel cylinder pipe and fittings manufactured in accordance with the latest AWWA Standard C301. Pipe and fittings may be either lined cylinder type or embedded cylinder type. Not less than Number 6 high tensile prestress wire shall be wound around the core in one or more layers.

Joints shall be sealed with an O-ring rubber gasket. End rings shall be self-centering and so designed that when the joint is completed, the gasket will be enclosed on four sides and water-tight under all conditions of service.

Fittings shall be either Type A - Steel cylinder with concrete or mortar lining, and reinforced concrete or mortar exterior coating; or Type B - Welded steel plate with mortar coating on interior and exterior surfaces.

All pipe and fittings shall be designed for an operating pressure of 200 p.s.i. in combination with the earth cover as shown on plans. In no case, however, will the design earth load be less than that due to 14 feet of cover with "ordinary" bedding. Where the pipe is to be laid under a roadway, it shall be designed to withstand a live load equal to AASHO H-20 loading. In addition, the design shall provide for surge pressure of at least 40 per cent of design pressure.

Outlets 6 inch and larger shall have mechanical joints. Outlets 2 inch and smaller shall have iron pipe threads.

Subaqueous joints shall have steel lugs and draw bolts located on the springline at each joint.

Restrained joint pipe shall be "Bell Bolt Joint" or "Bolt Harnessed Joint" as manufactured by Interpace Corp. or "Snap Ring Restrained Joint" or "Clamp Type Harness Joint" as manufactured by Price Brothers Co.

SMALL PIPING:

All 1" and 2" pipe shall be Schedule 40, galvanized steel pipe with threaded joints all in accordance with the latest AWWA Specification C800 and Appendix thereto.

BUTTERFLY VALVES:

All valves 10 inch and larger shall be butterfly valves conforming to all requirements of the latest AWWA Specification C504. All butterfly valves shall be designed for a working pressure of 250 p.s.i., shall have mechanical joints for buried service, shall open left (counterclockwise) and shall be equipped with a manual operator with an extension stem terminating with the operating nut one foot below ground surface. Operating nuts shall conform to present city standards.

GATE VALVES:

All 8" and 6" valves shall be mechanical joint, non-rising stem, double disc, parallel seat gate valves manufactured in accordance with the latest AWWA Specification C-500. All gate valves shall be designed for working pressure of 200 p.s.i., shall open left (counterclockwise) and shall be furnished with operating nut conforming to present city standards.

The gate valve body and bonnet shall be made of cast iron, meeting ASTM A-126, Class B; whereas bronze trim parts shall meet either of the following ASTM B-61, B-62, or B-98, as prescribed by C-500 for water with a specific conductance of more than 350 UMHO/CM, or having a high Ph. Furthermore, bronzes with more than 2% aluminum shall not be used to prevent the promotion of galvanic corrosion.

All valves shall be of the design that will permit re-packing under pressure in the fully open position. At least one O-ring is to be located above and below the stem thrust collar, thus permitting automatic lubrication of the thrust collar during the operation of the valve. A bronze stem collar bushing or bonnet bushing will be acceptable in lieu of the lubricant to assure ease of operation of the valve after extended periods of prolonged idleness.

The basis of structure design is such that should the valve stem failure ever occur during the opening or closing of the valve, the failure shall not be subjected to the pressure retaining parts such as the valve body or bonnet. This gives assurance that if excessive torque is applied, resulting in failure of the stem, the failure will be external, will be safely handled in a workmanlike manner, and permit the easy repair of the stem under adverse conditions. Should stem failure occur, the stem should be removable from the valve without removing or disassemling the valve body and bonnet.

All gate valves shall be Mueller or approved equal.

TAPPING SLEEVE AND VALVE:

Tapping sleeves shall be of the heavy cast iron split sleeve type with mechanical joints. Valves shall conform to the gate valve as specified herein.

The 16" tapping valve shall be for horizontal installation and shall be equipped with rollers, tracks, scrapers, by-pass valve and cut-tooth steel bevel gears enclosed in extended type gear case.

VALVE BOXES:

Valve boxes shall be sliding type, oval base, cast iron, roadway type boxes. Valve boxes shall have drop covers with the word "WATER" cast in raised letters on the cover. Extension stems shall be installed inside the valve boxes with operating nuts to within one foot of finished grade.

FIRE HYDRANTS:

Hydrants shall be manufactured to the latest and best design conforming to the current AWWA Specifications C-502, "Standard for Dry Barrel Fire Hydrants" and be of the breakable flanged valve design style.

Friction losses through the hydrant shall not exceed 3.8 PSI at 1,000 GPM through the pumper nozzle and 1.25 PSI through two hose nozzles simultaneously when tested as outlined by AWWA C-502.

The hydrant main valve shall close with the pressure, and all operating parts, including valve seat, valve seat insert, cross arm, and upper valve washer shall be all bronze meeting either of the following: ASTM B-61, B-62, B-98, or B-150, as prescribed by C-502.

Hydrant operating threads shall be contained in an oil reservoir sealed away from the water, moisture, and foreign matter by O-ring seals, and shall further be protected by the use of a weather shield or nut.

Hydrants shall be easy and economical to install and maintain, shall incorporate no parts requiring field adjustment, and shall place the nozzle at least 18 inches above the hydrant ground line to fully comply with the National Fire Prevention Association fire protection handbook, 13th edition.

Hydrant barrels shall be cast of gray iron, meeting ASTM A-126, Class B, with hydrant shoes and glands being of the same material. Should ductile iron be used in the lower barrel of the hydrant, then the shoe connection and upper barrel shall also be of ductile iron. Designs shall be such that easy installation of top extensions and a full rotation (360^{O}) of the upper barrel without shutting off water to hydrant can be accomplished at any time.

Hydrants shall have one (1) 4-1/2" pumper nozzle, NST, two (2) each 2-1/2" hose nozzles NST, 1-1/2" pentagon, open left, and be capable of withstanding turning torques in the fully open or closed position of 200 foot pounds. Existing thread specifications shall have precedence over this requirement so as to assure a standard thread throughout the fire protection system. Hydrants shall be suitable for the bury as specified on the drawings, painted red, and shall include 6" mechanical joint complete with accessories.

Hydrants shall be Mueller "Centurian" or approved equal.

TUNNEL LINER CASING:

All pipe casing shall be tunneled using tunnel liner plates. At all locations where both the raw water main and the finished water main are encased in a common casing, the Contractor has the option of installing a 98" x 69" arch or a 96" circular tunnel liner casing.

Tunnel liner plates shall be either corrugated, two flange, with lapped offset end joints or four flange panelled steel plates having a metal thickness of not less than 0.1345" except, in accordance with railroad requirements if four flange panelled plates are installed under the Seaboard Coastline Railroad, the metal thickness shall be increased to 0.1644". After fabrication, both sides of the plates shall be hot dipped galvanized and bituminous coated. Two inch tapped and plugged grouting holes shall be provided as required to insure that the void between the excavation and the outside of tunnel liner plates can be filled with pressure grout.

TUNNEL INSTALLATION:

Access pits at each end of the tunnel shall be sheeted and braced. The dimensions of the tunnel shall be as shown on the plans. All excavation for the entire length of the tunnel shall be done by the Contractor. The periphery of the tunnel shall be trimmed smooth to fit the outside of the steel liner plates as nearly as practical. The liner plates shall be installed immediately after the excavated material has been removed. At no time shall the material be excavated more than 24" ahead of the liner plate installation. The Contractor shall provide all necessary bracing,

bulkheads and/or shields to insure the complete safety of all workmen and traffic. He shall perform the work in such a manner as to not interfere with normal traffic over the work. As the tunnel is installed, the entire void area between the excavation and the outside of the tunnel liner plates shall be completely filled by pressure grouting with a sand-cement grout mixture.

AIR VALVE:

Air valves shall be combination air valves incorporating the features of both the standard air/vacuum valve and the air release valve. One inch air valves shall be Apco Model 143C or Crispin Model C10. Two inch air valve shall be Apco Model 145C or Crispin Model C20.

MANHOLES AND PRECAST MANHOLES:

Manholes shall be constructed of clay brick conforming to the latest ASTM Specification C62, Grade SW, with concrete bottoms and cast iron frames and covers, and shall be constructed in accordance with details shown on the drawings. Brick manholes shall be built with header courses. Wall thickness for manholes shall be 8 inches for depths up to 10 feet and 12 inches for depths over 10 feet. Inside diameters shall be 4' or 5' as shown on the drawings. Manhole shall be laid up with one to three (1:3) cement mortar.

The Contractor may, if he so elects, furnish and install precast reinforced concrete manhole risers and tops in lieu of brick masonry manholes and/or stacks in any or all locations where manholes are called for. Precast manholes for use on this work shall conform to the provisions of the latest ASTM C478 and shall be of a design approved by the Engineers. Tops for precast manholes shall be of the concentric cone type. When riser sections and top have been placed, the Contractor shall completely fill lift holes and interior annular spaces at joints with cement mortar and shall trowel and wipe smooth.

Manhole steps shall be solid steps of standard pattern as specified elsewhere herein. In no event shall makeshift manhole steps consisting of bent reinforcing steel bars be acceptable. Steps shall be firmly secured to precast manhole wall either by being cast into the wall or by having steps extend completely through manhole walls, and being secured by bolting thereto.

Manholes shall be provided with cast iron frames and covers as specified elsewhere. Frames and covers shall be carefully

placed to prevent damaging and shall be set evenly on the manholes and in frames to prevent rocking. Frames shall be embedded on the tops of manholes with mortar.

MANHOLE FRAMES AND COVERS:

All frames and covers shall be cast iron and shall weigh not less than 340 pounds. All frames and covers shall be in accordance with approved shop drawings and shall be similar to castings sketched on the Plans. Cast iron shall conform to Federal Specifications QQ-I-652 and shall be of good quality and such character as shall make the metal of the casting strong, tough, and of even grain. They shall be smooth, free from scale, lumps, blisters, and sand holes and defects of every kind which would make them undesirable for the use for which they are intended. No plugging or filling will be allowed. Castings shall be given one heavy coat of good grade asphaltum paint at the foundry. The covers shall conform to city standards.

MANHOLE STEPS:

Solid cast iron manhole steps of standard pattern, shall be furnished and built into the walls of all manholes where indicated on the drawings. Spacing of steps shall be as indicated on the drawings. Manhole steps shall be similar and equal to Clow-National F3650 or Nennah R-1980-1.

CONCRETE & MORTAR FOR BRICK MANHOLES & PIPE LINE STRUCTURES:

All portland cement shall conform to the latest current ASTM Specifications Designation C-150, Type 1. Fine aggregate shall be natural sand, and coarse aggregate shall be crushed stone, both conforming to the latest current ASTM Specification Designation C-33. Sand conforming to State Road Department Specifications will be acceptable. Water used for concrete shall be clean, and free from acids, alkalis or vegetable, sewage or organic matter, and the total amount used shall not exceed six (6) gallons per sack of cement.

All mortar for brick work shall be composed of one (1) portland cement to three (3) parts sand, conforming with these specifications, and hydrated lime equal to 5% to 10% of the volume of cement.

All concrete shall have a compressive strength of not less than 2,500 lbs. per sq. in. at an age of 28 days.

Reinforcing steel shall conform to the latest ASTM Specification A615, Grade 60 or ASTM Specification A616, Grade 60 or ASTM Specification A617, Grade 60.

CONSTRUCTION WITHIN STATE HIGHWAY, COUNTY ROADS AND CITY STREETS:

All storage of materials, excavation, backfilling, paving removal and replacement, clean up and grassing shall be in strict accordance with the applicable state, county or city regulations. It shall be the Contractor's responsibility to determine the exact requirements of the authority having jurisdiction over the right-of-way and no extra compensation will be allowed the Contractor for meeting such requirements. No highway, road or street shall be closed to traffic without authorization from the proper authority. The Contractor shall provide suitable lights, signs, barricades and flagman to insure the safety of traffic and construction.

CLEARING AND GRUBBING:

The location of all work shall be cleared of all trees, growth, debris, stumps and other objectionable matter before trenching. Special care shall be taken not to damage any adjacent or nearby shrubbery, trees, grass, fences, walks, utility lines, drainage structures, paving or other property. The Contractor shall be responsible for such damage and shall replace all such property damaged with equal new property after completion of the work.

The Contractor shall clear all right-of-way and remove obstructions along the line for a sufficient area to provide adequate work space, including space for stakes, hubs, benchmarks and batterboards. All debris shall be removed and disposed of by the Contractor.

Removal of trees and permanent structures along or in the trench space shall be done by the Contractor, but only as directed by the Engineers. All construction activity shall be limited to the space avialable and shown on the plans unless the Contractor obtains legal rights to use adjacent property from the private owners concerned.

EXCAVATION AND PREPARATION OF TRENCH:

All trench shall be opened in the designated locations and only so far in advance of pipe laying as the Engineers shall permit. Bracing will be required where the nature of the soil requires and where it is necessary for the safety of the workers and the protection of existing paving and other facilities. The trench shall be kept dry at all times, and the drainage from pumps shall be led or piped to natural drainage channels. Pavement shall be removed, where required, to neat lines, and the absolute minimum width removed.

Before opening trench, the Contractor shall examine all available records and explore for the location of all existing subsurface pipe, valves, or other structures, and reference such locations on the surface. In opening trenches, every effort shall be made not to interfere with these structures. Slight deviations, with the Engineers' approval, may be permitted in order to clear such structures. The Contractor shall be entirely responsible for the preservation of all underground or overhead utility lines and structures, such as gas, water, sewer lines, telephone conduit, power lines, etc., and he shall replace, adjust, or repair, without additional compensation, any such lines damaged or interfered with as a result of this construction. All negotiations with the Owners of existing utilities shall be the responsibility of the Contractor.

Trench sides shall be as near vertical as possible. The Contractor shall do all excavation of every description and of whatever substances encountered.

All trenches shall be excavated to the depth and grade as shown on the plans. The use of trenching machinery will not be permitted where their operation will cause damage to trees, buildings, utility lines or existing structures above or below ground, in which case hand methods shall be employed.

The trench shall be graded to have a flat bottom. Bell holes shall be excavated at each joint so that the pipe barrel shall rest for its entire length on sound soil cut true and even. Any faulty material unsuitable for a foundation for the pipe shall be removed and the trench built back to grade with material acceptable to the Engineers.

Trenches shall necessarily vary in width depending upon depth, nature of soil, and pipe diameter, but the width shall be ample

to permit proper laying, jointing and backfilling. The minimum width of unsheeted trench shall be 12" greater than the nominal diameter of the pipe. Where the trench crosses pavement, the width shall be held to the absolute minimum. Where pipe trench parallels paving the width shall be held to the minimum as specified, in order not to damage the paving and should paving slide into the trench, settle, or otherwise be damaged, it shall be replaced by the Contractor at no additional cost to the Owner; however, should the Contractor elect to widen the ditch and replace paving damaged this may be permitted, provided all damaged paving is replaced by the Contractor at no cost to the Owner.

Pipe laid parallel to paving one pipe diameter or more from centerline of pipe to edge of paving will be considered outside of paving and no payment will be made for paving replacement. Pipe laid less than one pipe diameter from centerline of pipe to edge of paving will be considered under paving and payment for paving replacement will be made.

The excavation for manholes valve vaults shall extend to a firm acceptable foundation and leave six inches (6") in the clear between their outer surface and the embankment or timber that may be used to protect the structure.

The Contractor shall furnish, install and maintain such sheeting, bracing, etc. as may be required to support the sides of the excavation and to prevent any movement that might injure or delay the work or damage adjoining structures.

Sheeting will be required where it is necessary for the safety of the workman. Trench width may be increased only by an amount which will allow for the thickness of the sheeting. Sheeting shall remain in place until after completion of pipe laying, and testing and backfilling have progressed to a safe point in the opinion of the Engineers.

No extra compensation will be allowed for the removal of earth that sloughs in the trench, for the refilling of cavities so created, nor for sheeting, bracing, etc. No extra compensation will be allowed for sheeting, bracing, etc., left in place, and the Contractor must obtain prior approval of the Engineers for leaving sheeting and bracing in place.

Any resurfacing or other material removed that is suitable for re-use shall be kept separate from general excavation. Excavation and other material shall always be piled in such a manner that gutters, side ditches, sidewalks, driveways, hydrants,

valve boxes, curb stops, meters, call boxes, sewers, etc., shall not be interfered with. Adequate barricades, construction signs, torches, red lanterns and guards will be required at all times during the progress of the work and until it is safe for traffic to use the streets. Rules, regulations and instructions issued by the City authorities shall be promptly complied with. All excavation shall be placed on one side of the trench unless permission is given by the Engineers to place it on both sides. Excavated material shall be so placed as not to endanger the work. All trees, shrubs, etc., shall be reasonably protected.

Reasonable and satisfactory provisions shall be made by the Contractor for travel on sidewalks, driveways, etc., by the laying of temporary crossings, or wooden bridges as shall be directed by the Engineers.

Where necessary to open trenches across streets or roads being used by traffic, operations shall be done in such a manner as to interfere as little as possible with the movement of traffic. Suitable bridges across trenches shall be provided at intersections.

REMOVING EXISTING PAVEMENT:

All pavement required to be removed for the construction of water mains including all connections and appurtenances shall be cut back at least 8" on each side of the excavation to allow the replaced pavement to bear on undisturbed soil. Before removal, all pavement shall be cut or scored to a sufficient depth to insure that pavement break will be straight and even. Any damage to adjacent pavement shall be replaced by the Contractor at his own expense. All removed pavement shall be removed and disposed of by the Contractor.

HANDLING:

Utmost care shall be exercised in loading and unloading pipe fittings, valves, and accessories, in order to avoid shock, or damage to the material. Lifting shall be by hoist. Fork lifts shall not be permitted. Pipe shall be distributed along or near the trench location and shall be placed in accordance with State Highway Specifications. The Contractor shall be responsible for the safe handling of all materials, and no damaged materials shall be used.

TRENCH STABILIZATION:

In places where the trench bottom is unstable from ground water or other causes, the Contractor may be required to provide crushed stone, gravel, limerock, or other suitable material as a stabilizer for the bottom of the trench as directed by the Resident Inspector. All stabilization material shall conform to Georgia Highway Department Specifications. Should stabilization become necessary, the Contractor will be allowed extra compensation for the actual amounts so placed within the limits prescribed and at the unit price bid.

The use of stabilization material will be allowed only when dewatering the trench by means of pumps and/or otherwise will not stabilize the trench bottom sufficiently for pipe laying to continue. Material wasted on the side and material used for the convenience of the workmen will not be measured for payment.

The limitations as to the depth allowed for payment in no way relieves the Contractor of the responsibility of the line and grade of the pipe line.

In locations where rock is removed from the bottom of the trench below the correct trench grade, the Contractor shall where specifically directed place stabilization material to build the trench bottom back to the proper grade. Where stabilization is placed to replace rock which has been undercut, the maximum depth of stabilization for which payment will be made shall be six inches (6").

ROCK EXCAVATION

All rock encountered shall be removed 6" below the bottom grade of the trench where pipe is being laid, and the trench built back to the correct grade with suitable select material thoroughly tamped into place, unless the Contractor is specifically directed to place stabilization material.

In the event rock excavation is required at the location of structures, the measurement for rock excavation will be limited to the bottom of the footing and to 6" on all sides of the outside of the footing, and no extra will be allowed for bank slope.

When rock is encountered, it shall be stripped of earth and the Resident Inspector notified and given proper time to measure same before blasting. All rock removed which has not been previously measured by the Resident Inspector will not be estimated as rock excavation.

Only natural rock giving a ringing sound when struck with a hammer and, in the opinion of the Engineer, requires drilling and blasting or the use of jackhammers for removal, will be estimated as rock excavation.

Shale or rotten stone or stratified rock that can be loosened by a pick, or by trenching equipment, shall not be construed as rock.

Rock excavation shall be measured by the Resident Inspector and shall be the average actual length times a depth equal to 6" below the grade of the trench and the width shall be considered as 12" freater than the nominal diameter of the pipe being laid in the trench where rock is encountered.

All blasting operations and all handling, storage and use of blasting materials shall be in strict accordance with Federal, state and local ordinances and regulations and shall be approved by the Engineers. All blasting shall be performed under the supervision of an experienced blaster having qualifications and experience acceptable to the Engineer. Exposed structures shall be protected from the effects of blasts and blasts shall be covered with suitable mats. Blasts shall be restricted to the extent that no appreciable shock will be transmitted to existing structures, pipe lines, sewers, cables or other public or private facilities. The Contractor shall be wholly responsible for any and all personal injury or property damage resulting from blasting.

All rock excavation shall be removed and disposed of by the Contractor.

WATER MAIN CONSTRUCTION:

All pipe, fittings, valves, and accessories shall be carefully lowered into the prepared trench piece by piece by suitable means to prevent damage. Dropping or dumping pipe or accessories into trench will not be permitted. The pipe shall be centered in trench and joints made in accordance with the manufacturer's recommendations.

Whenever necessary to deflect pipe from a straight line, either vertical or horizontal, to avoid obstructions, to plumb valve stems, or to form curves, the amount of deflections shall be determined by the Engineers. In no case shall deflection per joint be greater than as recommended by the manufacturer.

The Contractor shall keep a transit and appurtenances on the job to be used for laying out the angles required for making bends and other works of this nature.

No pipe shall be laid in water. The Contractor will be required to operate pumps, if necessary, to remove water from the trench while pipe is being laid and joints are being made. When work is not in progress the ends of the pipe shall be closed to prevent water or other foreign material from entering the pipe. Valves installed on existing mains shall be kept closed until after the line is tested, sterilized and accpeted for service.

Bends, valves, fire hydrants and other points where deemed necessary shall be blocked against undisturbed soil and held to resist movement. This shall be accomplished by methods and means approved by the Engineers. All forms used to form concrete for blocking shall be removed before backfilling.

All lumps, blisters, excess coating, dirt and other objectionable substances shall be removed from the bells and spigots. Bells and spigots shall be wiped clean and dry. Bells shall be centered in the trench and spigots driven home.

Lead joints, where required, shall be thoroughly caulked with pneumatic or hand tools of proper thickness by competent workmen. All yarning or packing material shall be dry and free of oil, tar, or greasy substance, in order to prevent contamination. Strands of yarning material as required to center the spigot in the bell shall be driven home with suitable tools, the entire area of the space being filled with material to within not less than 2 1/2" from the end of the bell. Successive layers of yarning material placed in the joint shall be so placed that strand ends are evenly staggered. After joint runner and "mud" are in place, the joints shall be completely filled with one continuous pouring from one pot of lead. The lead shall be melted to a very liquid condition in an approved furnace and all scum bubbles, trash or deleterious substances shall be removed immediately before pouring. Caulking shall proceed promptly to obtain a neat and absolutely watertight joint. Driving of lead to more than 1/8" beyond face of bell

shall be cause for rejection of the joint. Joints shall be not less than 1/4" thick and 2 1/2" deep.

Mechanical joints and restrained joints shall be made in strict accordance with the pipe manufacturer's instructions. The gaskets and follower rings shall be kept clean and carefully centered in the bell with the bolts and bolt holes always parallel with the centerline of the pipe. The coating and lining of the pipe shall not be damaged. The nuts on all bolts shall be started and tightened evenly around the entire circumference of the pipe. No one nut shall be tightened more than 1/2 turn tighter than the remainder of the nuts of the joint. Bolts shall not be overstressed and shall be tightened just enough to compress the gasket sufficient to prevent leakage. Just prior to assembly, the gasket shall be cleaned of all foreign material and shall be brushed with soapy water just before slipping the gasket over the spigot and into the bell of the pipes. Bolts shall be tightened with torque wrenches with the following torque loads applied:

Bolt Size	Range of Torque Foot - Pounds
5/8"	40 - 60
3/4"	60 - 90

Push-on type joints shall be made in strict accordance with the pipe manufacturer's instructions. All joints shall be completely "belled up" and all spigots shall be "home". The gasket seat in the socket, the gasket and the plain end of the pipe to be entered shall be wiped clean before assembly. After the gasket has been inserted into the gasket recess, a thin film of lubricant shall be applied to the inside surface of the gasket and to the outside surface of the spigot end of the pipe to be jointed. After lubricating, the end of the pipe shall not be allowed to touch the bottom or side of the trench causing dirt to adhere to the joint surface.

BACKFILLING:

As soon as joint has been completed, the bell hole under the hub shall be carefully and completely filled with firm selected material, tamped into place so as to hold the joint securely in place. All trenches shall be carefully backfilled with selected earth immediately behind the pipe laying operation. Backfill shall be placed in layers not to exceed 6" in thickness

and shall be firmly tamped into place with suitable heavy duty power tamping equipment. During the backfilling and tamping operation, care shall be taken not to disturb nor damage the pipe. No rock will be allowed in the backfill within a distance of 6" from the pipe or the ground surface, and rock larger than 6" in the greatest dimension will not be permitted in any part of the trench.

The Contractor shall replace all surface material and shall restore adjacent shrubbery, fences, sod, grass and other surfaces to a condition equal to that before the work began, furnishing all labor and materials incidental thereto.

PAVING REPAIRS AND REPLACEMENT:

All pavement shall be replaced with Type I, Type II, or concrete pavement replacement as indicated and/or detailed on the plans. All paving materials shall be in accordance with Georgia Department of Transportation Specifications.

A straight edge shall be used to assure that the replaced pavement is the same height as the existing. Care shall be taken at all time to obtain a smooth, unnoticeable repair to the pavement.

Should any pavement repairs fail or settle during the life of the Contract, including the maintenance period, the Contractor shall promptly repair or replace such pavement to the satisfaction of the Engineers.

TESTING:

After filling the line with water, a test pump shall be installed at the low point of the section being tested, and after blowing off all air at high points on the line, the pressure shall be increased to 250 p.s.i. at test pump location. The volume of water required by the test pump to maintain this excess pressure, which will represent the leakage, shall not exceed 1/2 GPD per inch diameter per 100' of pipe. Excess pressure and leakage test shall be successfully conducted for not less than 6 consecutive hours.

The Contractor shall furnish all labor, equipment and material necessary to conduct tests, and shall furnish and install all temporary plugs and valves necessary to isolate the test sections. Water for test purposes will be furnished by the Owner.

STERILIZING:

All new water lines shall be thoroughly flushed to remove all foreign material before sterilizing. The Contractor shall furnish all required labor, approved sterilizing agent, and equipment and do all work necessary to sterilize the water mains in accordance with the applicable section of the latest AWWA Specification C601. The Owner will furnish all water for sterilizing.

CLEANING UP AND MAINTENANCE:

All surplus pipe line materials, tools, and temporary structures shall be removed by the Contractor and all rubbish, debris, and excess rock and earth shall be hauled to a dump provided by the Contractor. The site of construction shall be kept and left clean, to the satisfaction of the Engineers.

After the work is accepted as a whole, the Contractor shall maintain and repair as directed the surfaces of the trenches, adjacent curbs, sidewalks, gutters, street paving, shrubbery, fences, sod, spillways, and other surfaces and structures which may have been disturbed during construction, for a period of sixty (60) days thereafter.

All equipment, materials, and labor required for such maintenance and/or repairs shall be furnished by the Contractor and the work shall be done in a manner satisfactory to the Engineers.

ROAD CONSTRUCTION:

As indicated on the drawings, the Contractor shall construct an unpaved road from Chase Street to Barber Street. The road shall be 25' wide from shoulder to shoulder with a 20' wide, 6" thick crusher run base course.
Suitable borrow material is located on the site adjacent to the road. The borrow area shall be excavated in such a manner as to leave the site self-draining.

All rock, roots and other debris shall be removed from fill material. All fill shall be placed in layers not exceeding 6" in depth, loose measurement, and each layer shall be compacted to 95 percent of minimum density determined by the latest ASTM D698.

Upon completion of the work, the shoulder area, all cut and fill slopes and the borrow area shall be grassed.

GRASSING:

If work at the site permits seeding to be done between February 15 and April 15 or between August 15 and November 15, use Fescue Kentucky 31 at a rate of 5 pounds per 1000 sq. ft. (A mixture of Kentucky 31 and other fescues will be considered.) If the site becomes ready for seeding between April 15 and August 15, use Hulled Bermuda at a rate of 3 pounds per 1000 sq. ft. No grassing will be done between November 15 and February 15.

Remove any stones over 1" in size, sticks, roots, or deleterious materials from the site. Plow, disc, harrow and till soil to a depth of 4" to 6".

The Contractor shall have a soil test made to determine what pH adjustments shall be made. If pH of soil is below 6.0, add agricultural limestone at a rate of 50 pounds per 1000 sq. ft. spread uniformly over the entire area. Fertilize with either 6-12-12, 4-12-12 or 5-10-15 at a rate of 30 pounds per 1000 sq. ft. spread uniformly over the entire area. Mix lime and fertilizer into the top 4" of soil using suitable harrows or rotary tillers.

Weather permitting, sow seed within 24 hours after liming and fertilization using mechanical drills, rotary hand seeders or other approved methods. Hand seeding will not be permitted. Seed and fertilizer shall be covered lightly by raking with mechanical tool. Mulch with straw at rate of 2 tons per acre.

Maintenance shall begin immediately after each portion of grass is planted and shall continue for at least six (6) weeks, and shall consist of watering, erosion repair, weeding, mowing, etc. All water required to water grass during the maintenance period will be furnished by the Owner.

At the end of the six (6) weeks maintenance period, the Engineer shall inspect the lawn and if at that time a sufficient coverage of grass is apparent, the Contractor will be relieved of his responsibility for the lawn. Otherwise, he will be required to replant unacceptable areas.

The Contractor shall guarantee vaiability and thrifty growth for a period of one year following acceptance of initial germination. Ninety (90) percent coverage is acceptable if void areas are generally broadcast and do not exceed one square yard in area.

MEASUREMENT AND PAYMENT:

No quantity shall be measured for payment except items listed in the proposal unless the Owner and Engineers have approved "extra work" and have so advised the Contractor in writing.

Any and all other materials, labor, etc., furnished and required shall be considered as incidental to the items to be measured for payment.

Payment will be made at the unit prices bid for all items listed on the Proposal.

Measurement and payment for all water pipe furnished and installed will be based on the laying length of the pipe in linear feet, as measured along the centerline of the complete pipe, including the length of fittings, valves, and specials measured long their centerlines. Branch pipes to fire hydrants will be measured along their centerlines from the centerline of the main to the centerline of the hydrant barrel. Payment for this item will be full compensation for all clearing, grubbing, excavation, dewatering, backfill; for all pipe and other materials, supports, jointing, testing, temporary blocking, sterilizing and for all equipment and all other work necessary to complete the installation as specified including connecting to existing valves and existing water mains where indicated.

Payment will be made for each standard valve furnished and installed at the applicable contract unit price for the respective size valves. This payment will be full compensation for all labor, materials, tools, and equipment required for installation of the valve, cast iron box and rodding. The valve where indicated on the plans.

Payment will be made for each tapping sleeve and valve and shall include furnishing and operating the tapping machine, furnishing and installing the tapping sleeve, tapping valve, and cast iron box.

Payment will be made for each fire hydrant furnished and installed at the contract unit price. The pipe stub from the centerline of the main to the centerline of the hydrant will be paid for as water pipe. The contract unit price will be full compensation for all labor, materials, supports,rodding,porous backfilling, tools and equipment required for installing and testing the hydrants.

Payment for mechanical joint, ductile iron fittings shall be made on the per ton basis using the ASA Specifications A21.10 published weights and shall include all accessories.

Casing and tunnel line shall be paid at a lump sum price for each location listed in the proposal. The lump sum payment will be full compensation for all excavation and/or tunneling and for all materials, tools, labor and equipment necessary to make each installation complete. Separate payment will be made for rock excavation.

Air valves will be paid for at the applicable contract unit price for the respective size valve. Payment will be full compensation for the air valve, piping, gate valve and manhole complete.

Crusher run base from Station 150+00 to Chase Street, if required, will be paid at the contract unit price per ton. Payment will be full compensation for all labor, material and equipment required to haul, place and compact the crusher run base. Crusher run base material required for the road construction from Chase Street to Barber Street will NOT be paid for as a separate item but shall be included in the lump sum price bid for road construction.

Road construction will be paid for at the lump sum price bid. Payment will be full compensation for all grading, hauling, compaction, crusher run base, grassing and shall include all storm drainage pipe.

Pavement replacement will be measured and paid for at the applicable contract unit price for the type pavement replaced. The linear feet of pavement replaced will not be measured as such but the quantity for payment shall be the measured length of pipe installed within the pay limits, of pavement replaced, regardless of width, and such payment shall be full compensation for all labor, materials, tools and equipment necessary to complete the work.

Measurement of concrete for blocking and miscellaneous use shall be made by the Engineers and the quantity shall be figured by the average actual depth, placed within the lines established by the Engineers. Payment will be made at the contract unit price per cubic yard, which will be full compensation for all material, labor, equipment excavation, dewatering, and forms required to complete the item in accordance with the specifications.

Trench stabilization shall be measured as the actual length, times the actual depth, directed to be placed, times the minimum trench width hereinbefore specified and paid for at the cubic yard price bid. Stone delivery tickets shall in no way enter into the determination of the quantity allowed for payment.

Rock excavation will be paid for at a unit price of $25.00 per cubic yard as stated in the Proposal and shall include placing and compacting suitable material to a depth of 6" below the barrel of the pipe. If specifically directed, trench stabilization will be paid for as a separate item. Payment for rock excavation will be allowed only when natural, solid rock encountered in any one location has a greater volume than one (1) cubic yard. No rock allowance will be made for concrete, shale, chert or other similar material. Rock excavation will be measured by the Engineers and the quantity shall be figured by average actual width times average actual depth, except that for payment purposes, the width, the depth shall be limited as follows:

> The maximum width of rock excavation will be considered as being twelve (12) inches greater than the nominal diameter of the pipe; the maximum depth will be considered as being six (6) inches below the bottom of the pipe barrel.

The contract unit price for rock excavation will be full compensation for all labor, equipment, tools and material to excavate, remove, haul and dispose of the excavated work.

SECTION CC

CORPORATE CERTIFICATE:

I, Carol H. Sheppard, certify that I am the Secretary of the corporation named as Contractor in the foregoing proposal; that Dennis L. Moorehead, who signed said proposal in behalf of the Contractor was then President of said corporation, that said proposal was duly signed for and in behalf of said corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said corporation is organized under the laws of the State of Georgia.

This _____ day of _____, 19____.

_____

_____ L.S.

(SEAL)

A[illegible]ocument No. A-310
C[illegible]ry 1970 Ed.)

Wausau Insurance Companies

With Offices at Wausau, Wisconsin

Any correspondence in relation to this bond should be directed to:
Wausau Insurance Companies
Surety Underwriting
2000 Westwood Drive
Wausau, Wisconsin 54401

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, UNDERGROUND UTILITIES, INC.

as Principal, hereinafter called the Principal, and EMPLOYERS INSURANCE OF WAUSAU A Mutual Company

a corporation duly organized under the laws of the State of WISCONSIN as Surety, hereinafter called the Surety are held and firmly bound unto City of Athens, Lauren M. Coile, Mayor
City Hall, Athens, Georgia

as Obligee, hereinafter called the Obligee, in the sum of FIVE PER CENT OF BID Dollars ($),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Water System, Athens, Ga. Clarke Co.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 20th day of November A.D. 19 80

UNDERGROUND UTILITIES, INC.

Carol H Shepard (Witness)

[signature] (Principal) (Seal)

President (Title)

[signature] (Witness)

EMPLOYERS INSURANCE OF WAUSAU A Mutual Company (Surety) (Seal)

Michael L Johnson Attorney-in-Fact

EMPLOYERS INSURANCE OF WAUSAU A Mutual Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the EMPLOYERS INSURANCE OF WAUSAU A Mutual Company, a corporation duly organized and existing under the laws of the State of Wisconsin and having its principal office in the City of Wausau, County of Marathon, State of Wisconsin, has made, constituted and appointed, and does by these presents make, constitute and appoint Michael L. Johnson

its true and lawful attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver

any and all bonds, undertakings, recognizances or other written obligations in the nature thereof - - -

and to bind the corporation thereby as fully and to the same extent as if such bonds were signed by the president, sealed with the corporate seal of the corporation and duly attested by its secretary hereby ratifying and confirming all that the said attorney-in fact may do in the premises.

This power of attorney is granted pursuant to the following resolution adopted by the Board of Directors of said Company at a meeting duly called and held on the 18th day of May, 1976, at which a resolution is still in effect:

"RESOLVED, that the President and any Vice President, elective or appointive, of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company be, and that each of them hereby is, authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute on behalf of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company bonds, undertakings and all contracts of suretyship; and that any secretary or assistant secretary be, and that each or any of them hereby is, authorized to attest the execution of any such power of attorney, and to attach thereto the seal of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company.

"FURTHER RESOLVED," that the signatures of such officers and the seal of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures and facsimile seal shall be valid and binding upon the EMPLOYERS INSURANCE OF WAUSAU A Mutual Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

IN WITNESS WHEREOF, EMPLOYERS INSURANCE OF WAUSAU A Mutual Company has caused these presents to be signed by the vice president and attested by its secretary, and its corporate seal to be hereto affixed this 7th day of November, 1979

EMPLOYERS INSURANCE OF WAUSAU A Mutual Company

CORPORATE SEAL

By _____
L. J. Baumer
Vice President

Attest: _____
R. J. Wendorff Secretary

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

On this 7th day of November, 19 79, before me personally came L. J. Baumer, to me known, who being by me duly sworn, did depose and say that he is a vice president of the EMPLOYERS INSURANCE OF WAUSAU A Mutual Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year herein first above written.

_____
Notary Public

My C[illegible] 982

CERTIFICATE

STATE OF WISCONSIN)
CITY OF WAUSAU) ss.
COUNTY OF MARATHON)

I, the undersigned, vice president of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company, a Wisconsin corporation, do hereby certify that the foregoing and attached power of attorney remains in full force and has not been revoked; and furthermore that the resolution of the Board of Directors set forth in the power of attorney is still in force.

Signed and sealed in the City of Wausau, Marathon County, State of Wisconsin, this 20th day of November, 1980.

CORPORATE SEAL

_____
R. R. Klein Vice President

815-4222 8-79

SECTION CC

CORPORATE CERTIFICATE:

I, TOMMY L. GRIFFIN, certify that I am the Secretary of the corporation named as Contractor in the foregoing proposal; that TOMMY L. GRIFFIN, who signed said proposal in behalf of the Contractor was then Sec. of said corporation, that said proposal was duly signed for and in behalf of said corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said corporation is organized under the laws of the State of Ga.

This 20 day of November, 1980.

Tommy L. Griffin

_____ L.S.

(SEAL)

PROPOSAL

TO: THE CITY OF ATHENS
ATHENS, GEORGIA
ADDITIONS TO THE WATER SYSTEM
CONTRACT NO. 800023-01

GENTLEMEN:

The undersigned, as Bidder, hereby declares that the only person, company, or parties interested in this Proposal or the Contract to be entered into, as Principals, are named herein; and that this Proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

That the Bidder has carefully examined and fully understands the Contract, Plans and Specifications, and other Documents hereto attached, and has made a personal examination of the site of the proposed work, and has satisfied himself as to the actual conditions and requirements of the work, and that he hereby proposes and agrees that if his Proposal is accepted, he will enter into Contract with the City of Athens, Georgia, in the form of Contract hereto attached, to furnish all necessary machinery, tools, apparatus, and other means of construction, and all materials, equipment, and labor necessary to construct and complete the work specified under the following items, and in the Contract, and called for by the Plans, in the manner specified and in the time mentioned, according to the requirements as hereinafter set forth, for the following prices, each price to include all cost incidental to the work to which it applies, to-wit:

BID SCHEDULE

Item No.	Description	Quantity	Unit	Unit Price	Amount
1.	Furnish & Install 30" D.I. Water Main	19,620	L.F.	$ 48.00	$ 941,760.00
2.	Furnish & Install 30" D.I. Restrained Joint Water Main	608	L.F.	$ 90.00	$ 54,720.00
3.	Furnish & Install 30" D.I. Ball Joint Water Main	205	L.F.	$ 415.00	$ 85,075.00

Item No.	Description	Quantity	Unit	Unit Price	Amount
4.	Furnish & Install 24" D.I. Water Main	16,430	L.F.	$ 32.00	$ 525,760.00
5.	Furnish & Install 24" D.I. Restrained Joint Water Main	366	L.F.	$ 68.00	$ 24,888.00
6.	Furnish & Install 20" D.I. Water Main	4,080	L.F.	$ 24.50	$ 99,960.00
7.	Furnish & Install 20" D.I. Ball Joint Water Main	205	L.F.	$ 200.00	$ 41,000.00
8.	Furnish & Install 16" D.I. Water Main	35	L.F.	$ 18.00	$ 630.00
9.	Furnish & Install 12" D.I. Water Main	40	L.F.	$ 13.00	$ 520.00
10.	Furnish & Install 10" D.I. Water Main	180	L.F.	$ 10.00	$ 1,800.00
11.	Furnish & Install 8" D.I. Water Main	120	L.F.	$ 9.00	$ 1,080.00
12.	Furnish & Install 6" D.I. Water Main	240	L.F.	$ 7.00	$ 1,680.00
13.	Furnish & Install D.I. Fittings	45.0	Tons	$ 4,000.00	$ 180,000.00
14.	Furnish & Install 36" Butterfly Valve & Box	2	Ea.	$ 9,000.00	$ 18,000.00
15.	Furnish & Install 30" Butterfly Valve & Box	2	Ea.	$ 8,000.00	$ 16,000.00
16.	Furnish & Install 24" Butterfly Valve & Box	5	Ea.	$ 5,000.00	$ 25,000.00
17.	Furnish & Install 20" Butterfly Valve & Box	2	Ea.	$ 3,500.00	$ 7,000.00

Item No.	Description	Quantity	Unit	Unit Price	Amount
18.	Furnish & Install 16" Butterfly Valve & Box	2	EA.	$3,000.00	$6,000.00
19.	Furnish & Install 12" Butterfly Valve & Box	2	Ea.	$800.00	$1,600.00
20.	Furnish & Install 10" Butterfly Valve & Box	7	Ea.	$700.00	$4,900.00
21.	Furnish & Install 8" Gate Valve & Box	4	Ea.	$500.00	$2,000.00
22.	Furnish & Install 6" Gate Valve & Box	9	Ea.	$300.00	$2,700.00
23.	Furnish & Install 16" x 16" Tapping Sleeve, Valve & Box	1	Ea.	$3,500.00	$3,500.00
24.	Furnish & Install 10"x10" Tapping Sleeve, Valve & Box	2	Ea.	$1500.00	$3,000.00
25.	Furnish & Install 8"x8" Tapping Sleeve, Valve & Box	2	Ea.	$850.00	$1,700.00
26.	Furnish & Install Fire Hydrant	8	Ea.	$700.00	$5,600.00
27.	Furnish & Install 40 L.F. Casing Under Tallassee Rd.		L.S.		$30,000.00
28.	Furnish & Install 124 L.F. Casing Under Jefferson Rd.		L.S.		$93,000.00
29.	Furnish & Install 104 L.F. Casing Under Seaboard Coast Line Railroad		L.S.		$80,600.00

Item No.	Description	Quantity	Unit	Unit Price	Amount
30.	Furnish & Install 60 L.F. Casing Under Chase St.			L.S.	$ 45,000.00
31.	Furnish & Install 80 L.F. Casing Under Barber St.			L.S.	$ 60,000.00
32.	Furnish & Install 200 L.F. Casing Under U.S. 29 By-Pass			L.S.	$ 150,000.00
33.	Furnish & Install 40 L.F. Casing Under Southern Railroad			L.S.	$ 14,000.00
34.	Furnish & Install 2" Air Release Valve & Manhole	13	Ea.	$ 1500.00	$ 19,500.00
35.	Furnish & Install 1" Air Release Valve & Manhole	13	Ea.	$ 1300.00	$ 16,900.00
36.	Construct road from Chase St. to Barber St. including all Cross Drains		L.S.		$ 1,000.00
37.	Furnish & Place Crusher Run Base Material	1,000	Tons	$ 6.00	$ 6,000.00
38.	Pavement Replacement Type I	320	L.F.	$ 15.00	$ 4,800.00
39.	Pavement Replacement Type II	1,650	L.F.	$ 10.00	$ 16,500.00
40.	Pavement Replacement Concrete	90	L.F.	$ 10.00	$ 900.00
41.	Concrete Blocking & Miscellaneous Concrete	90	C.Y.	$ 100.00	$ 9,000.00

Item No.	Description	Quantity	Unit	Unit Price	Amount
42.	Trench Stabilization	2,000	C.Y.	$10.00	$20,000.00
43.	Rock Excavation	15,500	C.Y.	$25.00	$387,500.00

TOTAL AMOUNT BID $3,010,573.00

ALTERNATE PROPOSAL
PRESTRESSED CONCRETE CYLINDER PIPE & FITTINGS

The Bidder has submitted a bid based on using Ductile Iron Pipe. If the Owner elects to use Prestressed Concrete Cylinder Pipe and Fitting in lieu of Ductile Iron Pipe and Fittings on any one size or on all sizes, the following amounts will be added to or deducted from the prices stated in the base bid. The Owner shall have the option of using either Prestressed Concrete Cylinder Pipe and Fittings or Ductile Iron Pipe and Fittings or a combination thereof.

NOTE: BIDDER SHALL INDICATE ADDITION OR DEDUCTION BY CROSSING OUT THE UNDERLINED WORDS NOT APPLICABLE.

44. (a) Furnish & Install 30" Prestressed Concrete Pipe
~~Add To~~ or Deduct From Base Bid Item No. 1 $2.00 per foot

(b) Furnish & Install 30" Prestressed Concrete Fittings
Add To or Deduct From Base Bid Item No. 13 $.00 L.S.

45. (a) Furnish & Install 30" Prestressed Concrete Bell Bolt Joint Pipe
Add to or ~~Deduct From~~ Base Bid Item No. 2 $35.00 per foot

(b) Furnish & Install 30" Prestressed Concrete Bell Bolt Joint Fittings
Add To or Deduct From Base Bid Item No. 13 $.00 L.S.

46. Furnish & Install 30" Subaqueous Prestressed Concrete Pipe
~~Add To~~ or Deduct From Base Bid Item No. 3 $75.00 per foot

47. (a) Furnish & Install 24" Prestressed Concrete Pipe
Add To or Deduct From Base Bid Item No. 4 $.00 per foot

(b) Furnish & Install 24" Prestressed Concrete Fittings
Add To or Deduct From Base Bid Item No. 13 $ 00 L.S.

48. (a) Furnish & Install 24" Prestressed Concrete Bell Bolt Joint Pipe
Add To or Deduct From Base Bid Item No. 5 $ 00 per foot

(b) Furnish & Install 24" Prestressed Concrete Bell Bolt Joint Fittings
Add to or Deduct From Base Bid Item No. 13 $ 00 L.S.

49. (a) Furnish & Install 20" Prestressed Concrete Pipe
Add To or Deduct From Base Bid Item No. 6 $ 00 per foot

(b) Furnish & Install Prestressed Concrete Fittings
Add To or Deduct From Base Bid Item No. 13 $ 00 L.S.

50. Furnish & Install 20" subaqueous Prestressed Concrete Pipe
Add To or Deduct From Base Bid Item No. 7 $ 00 per foot

NOTE: In case of discrepancies between the figures shown in the unit prices and total amounts, the unit prices shall apply and the amounts shall be corrected to agree with the unit prices.

All Bidders must bid on every item as listed in the Proposal.

Proposals for construction of the Middle Oconee Raw Water Station, Job No. 800024, will also be received at the same time and place. Bidders may bid on either one or both contracts. Bidder submitting bids on both contracts will be afforded the opportunity of offering a lump sum deduct if awarded both contracts. This deductible lump sum amount, if offered, shall be deducted from the lump sum amount bid for the construction of the Middle Oconee Raw Water Station, Job No. 800024. The Owner reserves the right to award each contract to separate bidders or both contracts to one bidder.

It is understood and agreed that the quantities listed in this Proposal are approximate only and are intended principally to serve as a guide in comparing bids, and may be increased or decreased without invalidating the unit prices bid.

The Bidder agrees hereby to commence work under this Contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 365 consecutive calendar days thereafter as stipulated in the Specifications. The Bidder further agrees to pay as liquidated damages, the sum of two hundred and fifty ($250.00) dollars for each consecutive calendar day thereafter as hereinafter provided.

The undersigned furthermore agrees that, in case of failure on his part to execute said Contract and Bond within ten (10) days after being awarded the Contract, the check or bond accompanying

his bid and the money payable thereon shall become the property of the City; otherwise, the check or bond accompanying this proposal shall be returned to the undersigned.

Bidder acknowledges receipt of the following addendum:

Addendum 1

Addendum 2

Attached hereto is a certified check or Bid Bond on the

Reliance Insurance Co. of Philadelphia, PA

in the amount of 5% of total Bid

_____ Dollars ($_____).

according to conditions under INSTRUCTION TO BIDDERS.

The full name and residences of persons or parties interested in the foregoing bid, as Principals, are as follows:

E.L. Davis, Pres. / Treas. - 4155 Gwinn Dr., Norcross, Ga.

Elsie G. Davis, V.P. / Sec. - 4155 Gwinn Dr., Norcross, Ga.

Dated at Norcross, Ga. the 20th day of

November, 1980.

E.L. Davis Const. Co., Inc.

By E. L. Davis Pres

The Bidder has based his bid upon and proposes to furnish equipment produced by the following:

Item No.	Equipment	Manufacturer	Representative or Vendor
1.	Gate Valves	Mueller	Davis Meter & Supply
2.	Fire Hydrants	Mueller	Davis Meter & Supply

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

Bond No. _____

BID BOND

APPROVED BY THE AMERICAN INSTITUTE OF ARCHITECTS
A.I.A. DOCUMENT NO. A-310 (FEB. 1970 ED.)

KNOW ALL MEN BY THESE PRESENTS, that we E. L. Davis Contracting Co., Inc.

as Principal, hereinafter called the Principal, and the RELIANCE INSURANCE COMPANY of Philadelphia, Pennsylvania, a corporation duly organized under the laws of the State of Pennsylvania, as Surety, hereinafter called the Surety, are held and firmly bound unto
City of Athens

as Obligee, hereinafter called the Obligee, in the sum of Five Per Cent (5%) of amount of

bid---------- Dollars ($ 5% of bid),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Addition to the water system
Contract No. 1

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 20th day of November A.D. 19 80

Lucille S. Garner
(Witness)

E. L. Davis Contracting Co., Inc.
(Principal) (Seal)

E. L. Davis Pres.
(Title)

RELIANCE INSURANCE COMPANY

James R. Williams
James R. Williams Attorney-in-Fact

BDR-2305 Ed. 10-73

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint James R. Williams, Thomas A. Timlin, Richard L. Shanahan and Barry C. Sellars, individually, of Atlanta, Georgia

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship,

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective September 7, 1978, which provisions are now in full force and effect, reading as follows:

ARTICLE VII – EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorneys-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-Fact at any time and revoke the power and authority given to him.

2. Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorneys-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 5th day of June, 1979, at which a quorum was present, and said Resolution has not been amended or repealed:

> "Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed, this 29th day of May 1980.

RELIANCE INSURANCE COMPANY

R S Bedworth

Vice President

STATE OF Pennsylvania
COUNTY OF Philadelphia } ss.

On this 29th day of May, 19 80 personally appeared R. S. Bedworth,

to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII, Section 1, 2, and 3 of the By-Laws of said Company and the Resolution, set forth therein, are still in full force.

Patricia C Buckley

My Commission Expires:

May 7, 1984

Notary Public in and for State of Pennsylvania

Residing at Philadelphia

I, J. A. Daily, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 20th day of November 19 80

Assistant Secretary

BDR-1431 Ed. 6/79

PROPOSAL

TO: THE CITY OF ATHENS
ATHENS, GEORGIA
ADDITIONS TO THE WATER SYSTEM
CONTRACT NO. 800023-01

GENTLEMEN:

The undersigned, as Bidder, hereby declares that the only person, company, or parties interested in this Proposal or the Contract to be entered into, as Principals, are named herein; and that this Proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

That the Bidder has carefully examined and fully understands the Contract, Plans and Specifications, and other Documents hereto attached, and has made a personal examination of the site of the proposed work, and has satisfied himself as to the actual conditions and requirements of the work, and that he hereby proposes and agrees that if his Proposal is accepted, he will enter into Contract with the City of Athens, Georgia, in the form of Contract hereto attached, to furnish all necessary machinery, tools, apparatus, and other means of construction, and all materials, equipment, and labor necessary to construct and complete the work specified under the following items, and in the Contract, and called for by the Plans, in the manner specified and in the time mentioned, according to the requirements as hereinafter set forth, for the following prices, each price to include all cost incidental to the work to which it applies, to-wit:

BID SCHEDULE

Item No.	Description	Quantity	Unit	Unit Price	Amount
1.	Furnish & Install 30" D.I. Water Main	19,620	L.F.	$ 48.55	$ 952,551.00
2.	Furnish & Install 30" D.I. Restrained Joint Water Main	608	L.F.	$ 73.50	$ 44,688.00
3.	Furnish & Install 30" D.I. Ball Joint Water Main	205	L.F.	$ 485.00	$ 99,425.00

Item No.	Description	Quantity	Unit	Unit Price	Amount
4.	Furnish & Install 24" D.I. Water Main	16,430	L.F.	$ 33.85	$ 556,155.50
5.	Furnish & Install 24" D.I. Restrained Joint Water Main	366	L.F.	$ 50.50	$ 18,483.-
6.	Furnish & Install 20" D.I. Water Main	4,080	L.F.	$ 29.60	$ 120,768.-
7.	Furnish & Install 20" D.I. Ball Joint Water Main	205	L.F.	$ 256.-	$ 52,480.-
8.	Furnish & Install 16" D.I. Water Main	35	L.F.	$ 31.-	$ 1085.-
9.	Furnish & Install 12" D.I. Water Main	40	L.F.	$ 27.-	$ 1080.-
10.	Furnish & Install 10" D.I. Water Main	180	L.F.	$ 20.-	$ 3600.-
11.	Furnish & Install 8" D.I. Water Main	120	L.F.	$ 18.-	$ 2160.-
12.	Furnish & Install 6" D.I. Water Main	240	L.F.	$ 14.-	$ 3360.-
13.	Furnish & Install D.I. Fittings	45.0	Tons	$ 2500.-	$ 112,500.-
14.	Furnish & Install 36" Butterfly Valve & Box	2	Ea.	$ 10,300.-	$ 20,600.-
15.	Furnish & Install 30" Butterfly Valve & Box	2	Ea.	$ 2,400.-	$ 14,800.-
16.	Furnish & Install 24" Butterfly Valve & Box	5	Ea.	$ 3,600.-	$ 18,000.-
17.	Furnish & Install 20" Butterfly Valve & Box	2	Ea.	$ 2,500.-	$ 5,000.-

Item No.	Description	Quantity	Unit	Unit Price	Amount
18.	Furnish & Install 16" Butterfly Valve & Box	2	EA.	$ 1700.00	$ 3400.00
19.	Furnish & Install 12" Butterfly Valve & Box	2	Ea.	$ 1100.00	$ 2200.00
20.	Furnish & Install 10" Butterfly Valve & Box	7	Ea.	$ 900.00	$ 6300.00
21.	Furnish & Install 8" Gate Valve & Box	4	Ea.	$ 450.00	$ 1800.00
22.	Furnish & Install 6" Gate Valve & Box	9	Ea.	$ 260.00	$ 2340.00
23.	Furnish & Install 16" x 16" Tapping Sleeve, Valve & Box	1	Ea.	$ 5800.00	$ 5800.00
24.	Furnish & Install 10"x10" Tapping Sleeve, Valve & Box	2	Ea.	$ 1500.00	$ 3000.00
25.	Furnish & Install 8"x8" Tapping Sleeve, Valve & Box	2	Ea.	$ 1200.00	$ 2400.00
26.	Furnish & Install Fire Hydrant	8	Ea.	$ 630.00	$ 5040.00
27.	Furnish & Install 40 L.F. Casing Under Tallassee Rd.		L.S.		$ 30,000.00
28.	Furnish & Install 124 L.F. Casing Under Jefferson Rd.		L.S.		$ 72,000.00
29.	Furnish & Install 104 L.F. Casing Under Seaboard Coast Line Railroad		L.S.		$ 72,000.00

Item No.	Description	Quantity	Unit	Unit Price	Amount
30.	Furnish & Install 60 L.F. Casing Under Chase St.			L.S.	$ 40,000.00
31.	Furnish & Install 80 L.F. Casing Under Barber St.			L.S.	$ 53,000.00
32.	Furnish & Install 200 L.F. Casing Under U.S. 29 By-Pass			L.S.	$ 136,000.00
33.	Furnish & Install 40 L.F. Casing Under Southern Railroad			L.S.	$ 12,000.00
34.	Furnish & Install 2" Air Release Valve & Manhole	13	Ea.	$ 1,200.00	$ 15,600.00
35.	Furnish & Install 1" Air Release Valve & Manhole	13	Ea.	$ 820.00	$ 10,600.00
36.	Construct road from Chase St. to Barber St. including all Cross Drains		L.S.		$ 15,000.00
37.	Furnish & Place Crusher Run Base Material	1,000	Tons	$ 6.00	$ 6000.00
38.	Pavement Replacement Type I	320	L.F.	$ 18.00	$ 5760.00
39.	Pavement Replacement Type II	1,650	L.F.	$ 14.00	$ 23,100.00
40.	Pavement Replacement Concrete	90	L.F.	$ 20.00	$ 1800.00
41.	Concrete Blocking & Miscellaneous Concrete	90	C.Y.	$ 70.00	$ 6300.00

Item No.	Description	Quantity	Unit	Unit Price	Amount
42.	Trench Stabilization	2,000	C.Y.	$ 9.-	$ 18,000.-
43.	Rock Excavation	15,500	C.Y.	$25.00	$ 387,500.00

TOTAL AMOUNT BID $ 2,968,735.50

[redacted]

ALTERNATE PROPOSAL
PRESTRESSED CONCRETE CYLINDER PIPE & FITTINGS

The Bidder has submitted a bid based on using Ductile Iron Pipe. If the Owner elects to use Prestressed Concrete Cylinder Pipe and Fitting in lieu of Ductile Iron Pipe and Fittings on any one size or on all sizes, the following amounts will be added to or deducted from the prices stated in the base bid. The Owner shall have the option of using either Prestressed Concrete Cylinder Pipe and Fittings or Ductile Iron Pipe and Fittings or a combination thereof.

NOTE: BIDDER SHALL INDICATE ADDITION OR DEDUCTION BY CROSSING OUT THE UNDERLINED WORDS NOT APPLICABLE.

44. (a) Furnish & Install 30" Prestressed Concrete Pipe
Add To or Deduct From Base Bid Item No. 1 $ No Bid per foot

(b) Furnish & Install 30" Prestressed Concrete Fittings
Add To or Deduct From Base Bid Item No. 13 $ No Bid L.S.

45. (a) Furnish & Install 30" Prestressed Concrete Bell Bolt Joint Pipe
Add To or Deduct From Base Bid Item No. 2 $ No Bid per foot

(b) Furnish & Install 30" Prestressed Concrete Bell Bolt Joint Fittings
Add To or Deduct From Base Bid Item No. 13 $ No Bid L.S.

46. Furnish & Install 30" Subaqueous Prestressed Concrete Pipe
Add To or Deduct From Base Bid Item No. 3 $ No Bid per foot

47. (a) Furnish & Install 24" Prestressed Concrete Pipe
Add To or Deduct From Base Bid Item No. 4 $ No Bid per foot

(b) Furnish & Install 24" Prestressed Concrete Fittings
Add To or Deduct From Base Bid Item No. 13 $ No Bid L.S.

48. (a) Furnish & Install 24" Prestressed Concrete Bell Bolt Joint Pipe
Add To or Deduct From Base Bid Item No. 5 $ No Bid per foot

(b) Furnish & Install 24" Prestressed Concrete Bell Bolt Joint Fittings
Add to or Deduct From Base Bid Item No. 13 $ No Bid L.S.

49. (a) Furnish & Install 20" Prestressed Concrete Pipe
Add To or Deduct From Base Bid Item No. 6 $ No Bid per foot

(b) Furnish & Install Prestressed Concrete Fittings
Add To or Deduct From Base Bid Item No. 13 $ No Bid L.S.

50. Furnish & Install 20" subaqueous Prestressed Concrete Pipe
Add To or Deduct From Base Bid Item No. 7 $ No Bid per foot

NOTE: In case of discrepancies between the figures shown in the unit prices and total amounts, the unit prices shall apply and the amounts shall be corrected to agree with the unit prices.

All Bidders must bid on every item as listed in the Proposal.

Proposals for construction of the Middle Oconee Raw Water Station, Job No. 800024, will also be received at the same time and place. Bidders may bid on either one or both contracts. Bidder submitting bids on both contracts will be afforded the opportunity of offering a lump sum deduct if awarded both contracts. This deductible lump sum amount, if offered, shall be deducted from the lump sum amount bid for the construction of the Middle Oconee Raw Water Station, Job No. 800024. The Owner reserves the right to award each contract to separate bidders or both contracts to one bidder.

It is understood and agreed that the quantities listed in this Proposal are approximate only and are intended principally to serve as a guide in comparing bids, and may be increased or decreased without invalidating the unit prices bid.

The Bidder agrees hereby to commence work under this Contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 365 consecutive calendar days thereafter as stipulated in the Specifications. The Bidder further agrees to pay as liquidated damages, the sum of two hundred and fifty ($250.00) dollars for each consecutive calendar day thereafter as hereinafter provided.

The undersigned furthermore agrees that, in case of failure on his part to execute said Contract and Bond within ten (10) days after being awarded the Contract, the check or bond accompanying

his bid and the money payable thereon shall become the property of the City; otherwise, the check or bond accompanying this proposal shall be returned to the undersigned.

Bidder acknowledges receipt of the following addendum:

#1

Attached hereto is a certified check or Bid Bond on the

SAFECO INS. CO. of AMERICA

in the amount of FIVE PERCENT

Dollars ($ 5%).

according to conditions under INSTRUCTION TO BIDDERS.

The full name and residences of persons or parties interested in the foregoing bid, as Principals, are as follows:

Preston W. Carroll - Pres., Owner Clifton, Tenn.

Frank Shepherd - V.P., Mgr. Savannah, Tenn.

James Stricklin - Sec. Clifton, Tenn.

Preston W. Carroll - Treas. Clifton, Tenn.

Dated at _____ the 20th day of

NOV., 1980.

PRESTON CARROLL CO., INC.

By _____

VICE PRES.

The Bidder has based his bid upon and proposes to furnish equipment produced by the following:

Item No.	Equipment	Manufacturer	Representative or Vendor
1.	Gate Valves		
2.	Fire Hydrants		

SAFECO

BID BOND

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

KNOW ALL MEN BY THESE PRESENTS, That we, PRESTON CARROLL CO., INC.

of P.O. BOX 1, CLIFTON, TENNESSEE 38425 (hereinafter called the Principal), as Principal, and SAFECO INSURANCE COMPANY OF AMERICA (hereinafter called the Surety), as Surety, are held and firmly bound unto

CITY OF ATHENS, GEORGIA

(hereinafter called the Obligee) in the penal sum of FIVE PERCENT (5%) OF THE AMOUNT OF THE ATTACHED PROPOSAL Dollars ($) for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That *WHEREAS,* the Principal has submitted or is about to submit a proposal to the Obligee on a contract for

ADDITIONS TO ATHENS WATER SYSTEM, CONTRACT NO. 800023-01

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 20TH day of NOVEMBER, 19 80.

Witness

PRESTON CARROLL CO., INC. (Seal)
Principal

BY: VICE PRES.
Title

SAFECO INSURANCE COMPANY OF AMERICA

By (MEDFORD ROCKSTROM) Attorney-in-Fact

COUNTERSIGNED BY:
RESIDENT AGENT

PRINTED IN U.S.A.

SAFECO

POWER OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

No. 3962

KNOW ALL BY THESE PRESENTS:

That **SAFECO Insurance Company of America,** a Washington corporation, does hereby appoint

-------CHARLES P. BROWN; MEDFORD ROCKSTROH; ELAINE SMITH, Memphis, Tennessee-------

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind **SAFECO Insurance Company of America** thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, SAFECO Insurance Company of America has executed and attested these presents

this 22nd day of May, 19 79.

CERTIFICATE

Extract from the By-Laws of SAFECO Insurance Company of America:

"Article VI, Section 12.—FIDELITY AND SURETY BONDS . . . the President, any Vice President, and the Secretary shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business . . . . On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of
SAFECO Insurance Company of America adopted July 28, 1970

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,
(i) The provisions of Article VI, Section 12 of the By Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,
the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, W.D. Hammersla, Secretary of SAFECO Insurance Company of America, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 20TH day of NOVEMBER, 19 80.

PRINTED IN U.S.A.

SECTION CC

CORPORATE CERTIFICATE:

I, JAMES STRICKLIN, certify that I am the Secretary of the corporation named as Contractor in the foregoing proposal; that FRANK SHEPHERD, who signed said proposal in behalf of the Contractor was then VICE PRES. of said corporation, that said proposal was duly signed for and in behalf of said corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said corporation is organized under the laws of the State of TENN.

This 20th day of NOV., 1980.

PRESTON CARROLL CO. INC.

L.S.

(SEAL)

PROPOSAL

TO: THE CITY OF ATHENS
ATHENS, GEORGIA
ADDITIONS TO THE WATER SYSTEM
CONTRACT NO. 800023-01

GENTLEMEN:

The undersigned, as Bidder, hereby declares that the only person, company, or parties interested in this Proposal or the Contract to be entered into, as Principals, are named herein; and that this Proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

That the Bidder has carefully examined and fully understands the Contract, Plans and Specifications, and other Documents hereto attached, and has made a personal examination of the site of the proposed work, and has satisfied himself as to the actual conditions and requirements of the work, and that he hereby proposes and agrees that if his Proposal is accepted, he will enter into Contract with the City of Athens, Georgia, in the form of Contract hereto attached, to furnish all necessary machinery, tools, apparatus, and other means of construction, and all materials, equipment, and labor necessary to construct and complete the work specified under the following items, and in the Contract, and called for by the Plans, in the manner specified and in the time mentioned, according to the requirements as hereinafter set forth, for the following prices, each price to include all cost incidental to the work to which it applies, to-wit:

BID SCHEDULE

Item No.	Description	Quantity	Unit	Unit Price	Amount
1.	Furnish & Install 30" D.I. Water Main	19,620	L.F.	$48.00	$941,760.00
2.	Furnish & Install 30" D.I. Restrained Joint Water Main	608	L.F.	$75.00	$45,600.00
3.	Furnish & Install 30" D.I. Ball Joint Water Main	205	L.F.	$380.00	$77,900.00

Item No.	Description	Quantity	Unit	Unit Price	Amount
4.	Furnish & Install 24" D.I. Water Main	16,430	L.F.	$32.40	$532,332.00
5.	Furnish & Install 24" D.I. Restrained Joint Water Main	366	L.F.	$53.00	$19,398.00
6.	Furnish & Install 20" D.I. Water Main	4,080	L.F.	$28.30	$115,464.00
7.	Furnish & Install 20" D.I. Ball Joint Water Main	205	L.F.	$218.00	$44,690.00
8.	Furnish & Install 16" D.I. Water Main	35	L.F.	$37.00	$1295.00
9.	Furnish & Install 12" D.I. Water Main	40	L.F.	$30.50	$1220.00
10.	Furnish & Install 10" D.I. Water Main	180	L.F.	$25.00	$4500.00
11.	Furnish & Install 8" D.I. Water Main	120	L.F.	$20.00	$2400.00
12.	Furnish & Install 6" D.I. Water Main	240	L.F.	$16.00	$3840.00
13.	Furnish & Install D.I. Fittings	45.0	Tons	$4800.00	$216,000.00
14.	Furnish & Install 36" Butterfly Valve & Box	2	Ea.	$9850.00	$19,700.00
15.	Furnish & Install 30" Butterfly Valve & Box	2	Ea.	$6410.00	$12,820.00
16.	Furnish & Install 24" Butterfly Valve & Box	5	Ea.	$3080.00	$15,400.00
17.	Furnish & Install 20" Butterfly Valve & Box	2	Ea.	$2080.00	$4160.00

Item No.	Description	Quantity	Unit	Unit Price	Amount
18.	Furnish & Install 16" Butterfly Valve & Box	2	EA.	$145.00	$290.00
19.	Furnish & Install 12" Butterfly Valve & Box	2	Ea.	$875.00	$1750.00
20.	Furnish & Install 10" Butterfly Valve & Box	7	Ea.	$800.00	$5600.00
21.	Furnish & Install 8" Gate Valve & Box	4	Ea.	$365.00	$1460.00
22.	Furnish & Install 6" Gate Valve & Box	9	Ea.	$265.00	$2385.00
23.	Furnish & Install 16" x 16" Tapping Sleeve, Valve & Box	1	Ea.	$6000.00	$6000.00
24.	Furnish & Install 10"x10" Tapping Sleeve, Valve & Box	2	Ea.	$1500.00	$3000.00
25.	Furnish & Install 8"x8" Tapping Sleeve, Valve & Box	2	Ea.	$1010.00	$2020.00
26.	Furnish & Install Fire Hydrant	8	Ea.	$560.00	$4480.00
27.	Furnish & Install 40 L.F. Casing Under Tallassee Rd.		L.S.		$23,000.00
28.	Furnish & Install 124 L.F. Casing Under Jefferson Rd.		L.S.		$71,300.00
29.	Furnish & Install 104 L.F. Casing Under Seaboard Coast Line Railroad		L.S.		$59,800.00

Item No.	Description	Quantity	Unit	Unit Price	Amount
30.	Furnish & Install 60 L.F. Casing Under Chase St.			L.S.	$34500.00
31.	Furnish & Install 80 L.F. Casing Under Barber St.			L.S.	$46,000.00
32.	Furnish & Install 200 L.F. Casing Under U.S. 29 By-Pass			L.S.	$115,000.00
33.	Furnish & Install 40 L.F. Casing Under Southern Railroad			L.S.	$15,000.00
34.	Furnish & Install 2" Air Release Valve & Manhole	13	Ea.	$1500.00	$19500.00
35.	Furnish & Install 1" Air Release Valve & Manhole	13	Ea.	$1400.00	$18200.00
36.	Construct road from Chase St. to Barber St. including all Cross Drains		L.S.		$30,000.00
37.	Furnish & Place Crusher Run Base Material	1,000	Tons	$8.50	$8,500.00
38.	Pavement Replacement Type I	320	L.F.	$20.00	$6,400.00
39.	Pavement Replacement Type II	1,650	L.F.	$19.00	$31,350.00
40.	Pavement Replacement Concrete	90	L.F.	$25.00	$2,250.00
41.	Concrete Blocking & Miscellaneous Concrete	90	C.Y.	$200.00	$18,000.00

Item No.	Description	Quantity	Unit	Unit Price	Amount
42.	Trench Stabilization	2,000	C.Y.	$10.00	$20,000.00
43.	Rock Excavation	15,500	C.Y.	$25.00	$387,500.00

TOTAL AMOUNT BID $2,994,374.00

ALTERNATE PROPOSAL
PRESTRESSED CONCRETE CYLINDER PIPE & FITTINGS

The Bidder has submitted a bid based on using Ductile Iron Pipe. If the Owner elects to use Prestressed Concrete Cylinder Pipe and Fitting in lieu of Ductile Iron Pipe and Fittings on any one size or on all sizes, the following amounts will be added to or deducted from the prices stated in the base bid. The Owner shall have the option of using either Prestressed Concrete Cylinder Pipe and Fittings or Ductile Iron Pipe and Fittings or a combination thereof.

NOTE: BIDDER SHALL INDICATE ADDITION OR DEDUCTION BY CROSSING OUT THE UNDERLINED WORDS NOT APPLICABLE.

44. (a) Furnish & Install 30" Prestressed Concrete Pipe
Add To or Deduct From Base Bid Item No. 1 $_____per foot

(b) Furnish & Install 30" Prestressed Concrete Fittings
Add To or Deduct From Base Bid Item No. 13 $_____L.S.

No Bid

45. (a) Furnish & Install 30" Prestressed Concrete Bell Bolt Joint Pipe
Add To or Deduct From Base Bid Item No. 2 $_____per foot

(b) Furnish & Install 30" Prestressed Concrete Bell Bolt Joint Fittings
Add To or Deduct From Base Bid Item No.13 $_____L.S.

46. Furnish & Install 30" Subaqueous Prestressed Concrete Pipe
Add To or Deduct From Base Bid Item No. 3 $_____per foot

47. (a) Furnish & Install 24" Prestressed Concrete Pipe
Add To or Deduct From Base Bid Item No. 4 $_____per foot

(b) Furnish & Install 24" Prestressed Concrete Fittings
Add To or Deduct From Base Bid Item No. 13 $_____ L.S.

48. (a) Furnish & Install 24" Prestressed Concrete Bell Bolt Joint Pipe
Add To or Deduct From Base Bid Item No. 5 $_____ per foot

(b) Furnish & Install 24" Prestressed Concrete Bell Bolt Joint Fittings
Add to or Deduct From Base Bid Item No. 13 $_____ L.S.

49. (a) Furnish & Install 20" Prestressed Concrete Pipe
Add To or Deduct From Base Bid Item No. 6 $_____ per foot

(b) Furnish & Install Prestressed Concrete Fittings
Add To or Deduct From Base Bid Item No. 13 $_____ L.S.

50. Furnish & Install 20" subaqueous Prestressed Concrete Pipe
Add To or Deduct From Base Bid Item No. 7 $_____ per foot

NOTE: In case of discrepancies between the figures shown in the unit prices and total amounts, the unit prices shall apply and the amounts shall be corrected to agree with the unit prices.

All Bidders must bid on every item as listed in the Proposal.

Proposals for construction of the Middle Oconee Raw Water Station, Job No. 800024, will also be received at the same time and place. Bidders may bid on either one or both contracts. Bidder submitting bids on both contracts will be afforded the opportunity of offering a lump sum deduct if awarded both contracts. This deductible lump sum amount, if offered, shall be deducted from the lump sum amount bid for the construction of the Middle Oconee Raw Water Station, Job No. 800024. The Owner reserves the right to award each contract to separate bidders or both contracts to one bidder.

It is understood and agreed that the quantities listed in this Proposal are approximate only and are intended principally to serve as a guide in comparing bids, and may be increased or decreased without invalidating the unit prices bid.

The Bidder agrees hereby to commence work under this Contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 365 consecutive calendar days thereafter as stipulated in the Specifications. The Bidder further agrees to pay as liquidated damages, the sum of two hundred and fifty ($250.00) dollars for each consecutive calendar day thereafter as hereinafter provided.

The undersigned furthermore agrees that, in case of failure on his part to execute said Contract and Bond within ten (10) days after being awarded the Contract, the check or bond accompanying

his bid and the money payable thereon shall become the property of the City; otherwise, the check or bond accompanying this proposal shall be returned to the undersigned.

Bidder acknowledges receipt of the following addendum:

#1

#2

Attached hereto is a certified check or Bid Bond on the Bid Bond of _____

in the amount of _____

_____ Dollars ($ 5% Amt. Bid).

according to conditions under INSTRUCTION TO BIDDERS.

The full name and residences of persons or parties interested in the foregoing bid, as Principals, are as follows:

Dated at Macon the 20th day of November, 1980.

Griffin Const. Co.

By Jimmy L. Griffin

The Bidder has based his bid upon and proposes to furnish equipment produced by the following:

Item No.	Equipment	Manufacturer	Representative or Vendor
1.	Gate Valves		Consolidated Pipe Co.
2.	Fire Hydrants		

Transamerica
Insurance Services

A STOCK COMPANY

Transamerica Insurance Company

HOME OFFICE: LOS ANGELES, CALIFORNIA

BID BOND

Approved by The American Institute of Architects
A.I.A. Document No. A-310 (February 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we GRIFFIN CONSTRUCTION COMPANY
P.O. Box 2346, Macon, Georgia 31203

as Principal, hereinafter called the Principal, and TRANSAMERICA INSURANCE COMPANY, a corporation duly organized under the laws of the State of California, as Surety, hereinafter called the Surety, are held firmly bound unto

CITY OF ATHENS, GEORGIA

as Obligee, hereinafter called the Obligee, in the sum of 5%

Dollars ($),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

ADDITIONS TO THE WATER SYSTEM CONTRACT NO. 800023-01

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 20th day of November A.D. 19 80 .

GRIFFIN CONSTRUCTION COMPANY (Seal)
Principal
BY: Tommy L. Griffin Jr.
Title

Transamerica Insurance Company (Seal)
Surety
By: R. Wayne Reynolds
Attorney-in-Fact, R. Wayne Reynolds

583 (4-70)

Property and Casualty Insurance from Transamerica Corporation

Transamerica Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That **TRANSAMERICA INSURANCE COMPANY**, a corporation of the State of California, does hereby make, constitute and appoint **Jan Eason, Roy T. Chapman, C. Edwin Steele, Barbara S. MacArthur, Dave Henritze, Armand D. Wells, Jr., Dale Sims, Volia Metcalf, Linda Griggs, R. Wayne Reynolds, each of Atlanta, Fulton County, Georgia**
its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto, if a seal is required, bonds, undertakings, recognizances or other written obligations in the nature thereof, as follows: **Any and all bonds and undertakings UNLIMITED IN AMOUNT, for or on behalf of this Company, in its business and in accordance with its charter,**

and to bind **TRANSAMERICA INSURANCE COMPANY** thereby, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This appointment is made under and by authority of the following by-laws of the Company which by-laws are now in full force and effect:

ARTICLE VII

SECTION 30. All policies, bonds, undertakings, certificates of insurance, cover notes, recognizances, contracts of indemnity, endorsements, stipulations, waivers, consents of sureties, re-insurance acceptances or agreements, surety and co-surety obligations and agreements, underwriting undertakings, and all other instruments pertaining to the insurance business of the Corporation, shall be validly executed when signed on behalf of the Corporation by the President, any Vice President or by any other officer, employee, agent or Attorney-in-Fact authorized to so sign by (i) the Board of Directors, (ii) the President, (iii) any Vice President, or (iv) any other person empowered by the Board of Directors, the President or any Vice President to give such authorization; provided that all policies of insurance shall also bear the signature of a Secretary, which may be a facsimile, and unless manually signed by the President or a Vice President, a facsimile signature of the President. A facsimile signature of a former officer shall be of the same validity as that of an existing officer.

The affixing of the corporate seal shall not be necessary to the valid execution of any instrument, but any person authorized to execute or attest such instrument may affix the Corporation's seal thereto.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of October 1963.

"Resolved, That the signature of any officer authorized by the By-laws and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **TRANSAMERICA INSURANCE COMPANY** has caused these presents to be signed by its proper officer and its corporate seal to be hereunto affixed this **14th** day of **September**, 19 **79**

Transamerica Insurance Company · California · 1911

By J. W. Fleshman

J. W. FLESHMAN, Vice President

State of California)
County of Los Angeles) ss

On this **14th** day of **September**, 19 **79**, before me personally came J.W. Fleshman to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sierra Madre, State of California; that he is a Vice-President of Transamerica Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

OFFICIAL SEAL
ELIZABETH AHERNE
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires March 30, 1980

Elizabeth Aherne
Notary Public

I, J. H. Tanner, Assistant Secretary of Transamerica Insurance Company, do hereby certify that the Power of Attorney herein before set forth is a true and exact copy and is still in force, and further certify that Section 30 of Article VII of the By-Laws of the Company and the Resolution of the Board of Directors, set forth in said Power of Attorney are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said Company this day of , 19 .

Transamerica Insurance Company · California · 1911

J. H. TANNER, Assistant Secretary

E. L. DAVIS CONTRACTING CO., INC.
P. O. BOX 56
NORCROSS, GA. 30071
PHONE: 448-4819

November 20, 1980

City of Athens
City Hall
Athens, Georgia

Re: Additions to the Water System
Job No. 800023-01

Gentlemen:

The attached proposal is based on materials from the following suppliers:

Ductile Iron Pipe and Fittings - Clow Corporation.

Mueller Fire Hydrants and Valves - Davis Meter and Supply.

Prestressed Concrete Pipe - Price Brothers.

Respectfully submitted,

E. L. DAVIS CONTRACTING CO., INC.

E. L. Davis

E. L. Davis,
President

ELD:lg

PROPOSAL

TO: THE CITY OF ATHENS
ATHENS, GEORGIA
ADDITIONS TO THE WATER SYSTEM
CONTRACT NO. 800023-01

GENTLEMEN:

The undersigned, as Bidder, hereby declares that the only person, company, or parties interested in this Proposal or the Contract to be entered into, as Principals, are named herein; and that this Proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

That the Bidder has carefully examined and fully understands the Contract, Plans and Specifications, and other Documents hereto attached, and has made a personal examination of the site of the proposed work, and has satisfied himself as to the actual conditions and requirements of the work, and that he hereby proposes and agrees that if his Proposal is accepted, he will enter into Contract with the City of Athens, Georgia, in the form of Contract hereto attached, to furnish all necessary machinery, tools, apparatus, and other means of construction, and all materials, equipment, and labor necessary to construct and complete the work specified under the following items, and in the Contract, and called for by the Plans, in the manner specified and in the time mentioned, according to the requirements as hereinafter set forth, for the following prices, each price to include all cost incidental to the work to which it applies, to-wit:

BID SCHEDULE

Item No.	Description	Quantity	Unit	Unit Price	Amount
1.	Furnish & Install 30" D.I. Water Main	19,620	L.F.	$ 46.80	$ 918,216.00
2.	Furnish & Install 30" D.I. Restrained Joint Water Main	608	L.F.	$ 83.70 EAC ~~83.70~~	$ 50,889.60
3.	Furnish & Install 30" D.I. Ball Joint Water Main	205	L.F.	$ 446.50	$ 91,532.50

Item No.	Description	Quantity	Unit	Unit Price	Amount
4.	Furnish & Install 24" D.I. Water Main	16,430	L.F.	$ 33.55	$ 551,226.50
5.	Furnish & Install 24" D.I. Restrained Joint Water Main	366	L.F.	$ 62.75	$ 22,966.50
6.	Furnish & Install 20" D.I. Water Main	4,080	L.F.	$ 26.35	$ 107,508.00
7.	Furnish & Install 20" D.I. Ball Joint Water Main	205	L.F.	$ 201.00	$ 41,205.00
8.	Furnish & Install 16" D.I. Water Main	35	L.F.	$ 28.40	$ 994.00
9.	Furnish & Install 12" D.I. Water Main	40	L.F.	$ 24.15	$ 966.00
10.	Furnish & Install 10" D.I. Water Main	180	L.F.	$ 24.00	$ 4,320.00
11.	Furnish & Install 8" D.I. Water Main	120	L.F.	$ 20.45	$ 2,454.00
12.	Furnish & Install 6" D.I. Water Main	240	L.F.	$ 19.00	$ 4,560.00
13.	Furnish & Install D.I. Fittings	45.0	Tons	$ 3550.00	$ 159,750.00
14.	Furnish & Install 36" Butterfly Valve & Box	2	Ea.	$ 7,000.00	$ 14,000.00
15.	Furnish & Install 30" Butterfly Valve & Box	2	Ea.	$ 5,600.00	$ 11,200.00
16.	Furnish & Install 24" Butterfly Valve & Box	5	Ea.	$ 3,200.00	$ 16,000.00
17.	Furnish & Install 20" Butterfly Valve & Box	2	Ea.	$ 2300.00	$ 4,600.00

Item No.	Description	Quantity	Unit	Unit Price	Amount
18.	Furnish & Install 16" Butterfly Valve & Box	2	EA.	$ 1700.00	$ 3400.00
19.	Furnish & Install 12" Butterfly Valve & Box	2	Ea.	$ 1250.00	$ 2500.00
20.	Furnish & Install 10" Butterfly Valve & Box	7	Ea.	$ 1020.00	$ 7,140.00
21.	Furnish & Install 8" Gate Valve & Box	4	Ea.	$ 450.00	$ 1,800.00
22.	Furnish & Install 6" Gate Valve & Box	9	Ea.	$ 275.00	$ 2,475.00
23.	Furnish & Install 16" x 16" Tapping Sleeve, Valve & Box	1	Ea.	$ 5,000.00	$ 5,000.00
24.	Furnish & Install 10"x10" Tapping Sleeve, Valve & Box	2	Ea.	$ 1,500.00	$ 3,000.00
25.	Furnish & Install 8"x8" Tapping Sleeve, Valve & Box	2	Ea.	$ 1,050.00	$ 2,100.00
26.	Furnish & Install Fire Hydrant	8	Ea.	$ 850.00	$ 6,800.00
27.	Furnish & Install 40 L.F. Casing Under Tallassee Rd.		L.S.		$ 35,520.00
28.	Furnish & Install 124 L.F. Casing Under Jefferson Rd.		L.S.		$ 100,812.00
29.	Furnish & Install 104 L.F. Casing Under Seaboard Coast Line Railroad		L.S.		$ 87,568.00

Item No.	Description	Quantity	Unit	Unit Price	Amount
30.	Furnish & Install 60 L.F. Casing Under Chase St.			L.S.	$ 48,780.00
31.	Furnish & Install 80 L.F. Casing Under Barber St.			L.S.	$ 65,040.00
32.	Furnish & Install 200 L.F. Casing Under U.S. 29 By-Pass			L.S.	$ 162,600.00
33.	Furnish & Install 40 L.F. Casing Under Southern Railroad			L.S.	$ 13,360.00
34.	Furnish & Install 2" Air Release Valve & Manhole	13	Ea.	$ 1,000.00	$ 13,000.00
35.	Furnish & Install 1" Air Release Valve & Manhole	13	Ea.	$ 950.00	$ 12,350.00
36.	Construct road from Chase St. to Barber St. including all Cross Drains		L.S.		$ 10,875.00
37.	Furnish & Place Crusher Run Base Material	1,000	Tons	$ 10.00	$ 10,000.00
38.	Pavement Replacement Type I	320	L.F.	$ 15.00	$ 4800.00
39.	Pavement Replacement Type II	1,650	L.F.	$ 13.50	$ 22,275.00
40.	Pavement Replacement Concrete	90	L.F.	$ 12.00	$ 1,080.00
41.	Concrete Blocking & Miscellaneous Concrete	90	C.Y.	$ 75.00	$ 6,750.00

Item No.	Description	Quantity	Unit	Unit Price	Amount
42.	Trench Stabilization	2,000	C.Y.	$ 10.00	$ 20,000.00
43.	Rock Excavation	15,500	C.Y.	$25.00	$387,500.00

TOTAL AMOUNT BID $ 3,038,913.10

ALTERNATE PROPOSAL
PRESTRESSED CONCRETE CYLINDER PIPE & FITTINGS

The Bidder has submitted a bid based on using Ductile Iron Pipe. If the Owner elects to use Prestressed Concrete Cylinder Pipe and Fitting in lieu of Ductile Iron Pipe and Fittings on any one size or on all sizes, the following amounts will be added to or deducted from the prices stated in the base bid. The Owner shall have the option of using either Prestressed Concrete Cylinder Pipe and Fittings or Ductile Iron Pipe and Fittings or a combination thereof.

NOTE: BIDDER SHALL INDICATE ADDITION OR DEDUCTION BY CROSSING OUT THE UNDERLINED WORDS NOT APPLICABLE.

44. (a) Furnish & Install 30" Prestressed Concrete Pipe
~~Add To~~ or Deduct From Base Bid Item No. 1 $ .50 per foot

(b) Furnish & Install 30" Prestressed Concrete Fittings
~~Add To~~ or Deduct From Base Bid Item No. 13 $ ~~40,000.00~~ 40,000.00 L.S.
EAL

45. (a) Furnish & Install 30" Prestressed Concrete Bell Bolt Joint Pipe
Add To or Deduct From Base Bid Item No. 2 $ 13.70 per foot

(b) Furnish & Install 30" Prestressed Concrete Bell Bolt Joint Fittings
~~Add To~~ or Deduct From Base Bid Item No. 13 $ 1.00 L.S.

46. Furnish & Install 30" Subaqueous Prestressed Concrete Pipe
~~Add To~~ or Deduct From Base Bid Item No. 3 $ 300.00 per foot

47. (a) Furnish & Install 24" Prestressed Concrete Pipe
Add To or ~~Deduct From~~ Base Bid Item No. 4 $ ~~2.00~~ NO BID per foot
EAL

(b) Furnish & Install 24" Prestressed Concrete Fittings
Add To or ~~Deduct From~~ Base Bid Item No. 13 $ NO BID ~~10,000.00~~ L.S.

48. (a) Furnish & Install 24" Prestressed Concrete Bell Bolt Joint Pipe
Add To or Deduct From Base Bid Item No. 5 $ EAC NO BID per foot

(b) Furnish & Install 24" Prestressed Concrete Bell Bolt Joint Fittings
Add to or Deduct From Base Bid Item No. 13 $ NO BID L.S.

49. (a) Furnish & Install 20" Prestressed Concrete Pipe
Add To or Deduct From Base Bid Item No. 6 $ NO BID per foot

(b) Furnish & Install Prestressed Concrete Fittings
Add To or Deduct From Base Bid Item No. 13 $ NO BID L.S.

50. Furnish & Install 20" subaqueous Prestressed Concrete Pipe
~~Add To~~ or Deduct From Base Bid Item No. 7 $ EAC NO BID ~~100.00~~ per foot

NOTE: In case of discrepancies between the figures shown in the unit prices and total amounts, the unit prices shall apply and the amounts shall be corrected to agree with the unit prices.

All Bidders must bid on every item as listed in the Proposal.

Proposals for construction of the Middle Oconee Raw Water Station, Job No. 800024, will also be received at the same time and place. Bidders may bid on either one or both contracts. Bidder submitting bids on both contracts will be afforded the opportunity of offering a lump sum deduct if awarded both contracts. This deductible lump sum amount, if offered, shall be deducted from the lump sum amount bid for the construction of the Middle Oconee Raw Water Station, Job No. 800024. The Owner reserves the right to award each contract to separate bidders or both contracts to one bidder.

It is understood and agreed that the quantities listed in this Proposal are approximate only and are intended principally to serve as a guide in comparing bids, and may be increased or decreased without invalidating the unit prices bid.

The Bidder agrees hereby to commence work under this Contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 365 consecutive calendar days thereafter as stipulated in the Specifications. The Bidder further agrees to pay as liquidated damages, the sum of two hundred and fifty ($250.00) dollars for each consecutive calendar day thereafter as hereinafter provided.

The undersigned furthermore agrees that, in case of failure on his part to execute said Contract and Bond within ten (10) days after being awarded the Contract, the check or bond accompanying

his bid and the money payable thereon shall become the property of the City; otherwise, the check or bond accompanying this proposal shall be returned to the undersigned.

Bidder acknowledges receipt of the following addendum:

No. 1

Attached hereto is a certified check or Bid Bond on the

U.S. F & G. of MARYLAND

in the amount of 5% OF AMOUNT BID

Dollars ($).

according to conditions under INSTRUCTION TO BIDDERS.

The full name and residences of persons or parties interested in the foregoing bid, as Principals, are as follows:

Dated at 10:00 A.M. the 20th day of

Nov., 1980.

Cook Construction Co. of Rome, Inc.

By Edward H. Cook

The Bidder has based his bid upon and proposes to furnish equipment produced by the following:

Item No.	Equipment	Manufacturer	Representative or Vendor
1.	Gate Valves	AMERICAN	AMERICAN CAST IRON PIPE Co.
2.	Fire Hydrants	MUELLER	CONSOLIDATED PIPE

UNITED STATES FIDELITY AND GUARANTY COMPANY

Baltimore, Maryland

(A Stock Company)

BID BOND

BOND NUMBER .....

KNOW ALL MEN BY THESE PRESENTS:

THAT Cash Construction Company of Rome, Inc.

..... of Rome, Georgia

....., as Principal , and UNITED STATES FIDELITY AND GUARANTY COMPANY, a Maryland corporation, as Surety, are held and firmly bound unto City of Athens, Georgia

.....

as Obligee, in the full and just sum of Five Percent (5%) of Contract Price

..... Dollars,

lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting its proposal for construction of addition to the Water System, Contract #1, according to plans and specifications by Robert and Company Associates, Engineers, Atlanta, Georgia.

THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed, sealed and delivered November 20, 1980
(Date)

CASH CONSTRUCTION COMPANY OF ROME, INC. (SEAL)

Edward A. Cash (SEAL)

Edward A. Cash, President

UNITED STATES FIDELITY AND GUARANTY COMPANY

E. J. Gillon

E. J. Gillon, Attorney-in-fact

PRINTED IN U.S.A.

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 87518

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

William A. DuPre, III, F. Rene' Fountain, E. J. Gillon, Barbara Coheley and Novella Warnock

of the City of Rome, State of Georgia its true and lawful ~~Attorney in and for the State of~~ General Agents and/or Agents and Attorneys-in-fact in and for the State of Georgia

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~the said~~ anyone of the said William A. DuPre, III and the said F. Rene' Fountain and the said E. J. Gillon and the said Barbara Coheley and the said Novella Warnock

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 21st day of January, A. D. 1977

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By Charles B. Watson
Vice-President.

(SEAL)

(Signed) Michael B. Casey
Assistant Secretary.

STATE OF MARYLAND, BALTIMORE CITY, } ss:

On this 21st day of January, A. D. 1977, before me personally came Charles B. Watson, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and Michael B. Casey, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said Charles B. Watson and Michael B. Casey were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation: that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 19...78...

(SEAL) (Signed) Herbert J. Aull
Notary Public.

STATE OF MARYLAND BALTIMORE CITY, } Sct.

I, Robert H. Bouse, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Herbert J. Aull, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 21st day of January, A. D. 1977

(SEAL) (Signed) Robert H. Bouse
Clerk of the Superior Court of Baltimore City.

FS 3 (9-67)

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, Charles O. Mullennix , an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to William A. DuPre, III, F. Rene'Fountain, E. J. Gillon, Barbara Coheley and Novella Warnock

of Rome, Georgia , authorizing and empowering them to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on November 20, 1980.
(Date)

Assistant Secretary.

SECTION CC

CORPORATE CERTIFICATE:

I, EDMOND A. CASH, certify that I am the Secretary of the corporation named as Contractor in the foregoing proposal; that EDWARD A. CASH, who signed said proposal in behalf of the Contractor was then PRESIDENT of said corporation, that said proposal was duly signed for and in behalf of said corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said corporation is organized under the laws of the State of GEORGIA.

This 20th day of NOVEMBER, 1980.

EDMOND A. CASH

Edmond A. Cash L.S.

(SEAL)

PROPOSAL

TO: THE CITY OF ATHENS
ATHENS, GEORGIA
ADDITIONS TO THE WATER SYSTEM
CONTRACT NO. 800023-01

GENTLEMEN:

The undersigned, as Bidder, hereby declares that the only person, company, or parties interested in this Proposal or the Contract to be entered into, as Principals, are named herein; and that this Proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

That the Bidder has carefully examined and fully understands the Contract, Plans and Specifications, and other Documents hereto attached, and has made a personal examination of the site of the proposed work, and has satisfied himself as to the actual conditions and requirements of the work, and that he hereby proposes and agrees that if his Proposal is accepted, he will enter into Contract with the City of Athens, Georgia, in the form of Contract hereto attached, to furnish all necessary machinery, tools, apparatus, and other means of construction, and all materials, equipment, and labor necessary to construct and complete the work specified under the following items, and in the Contract, and called for by the Plans, in the manner specified and in the time mentioned, according to the requirements as hereinafter set forth, for the following prices, each price to include all cost incidental to the work to which it applies, to-wit:

BID SCHEDULE

Item No.	Description	Quantity	Unit	Unit Price	Amount
1.	Furnish & Install 30" D.I. Water Main	19,620	L.F.	$ 42.95	$ 842,679.00
2.	Furnish & Install 30" D.I. Restrained Joint Water Main	608	L.F.	$ 70.10	$ 42,620.80
3.	Furnish & Install 30" D.I. Ball Joint Water Main	205	L.F.	$ 350.00	$ 71,750.00

Item No.	Description	Quantity	Unit	Unit Price	Amount
4.	Furnish & Install 24" D.I. Water Main	16,430	L.F.	WD 37.75 ~~30.00~~	$ 620,232.50
5.	Furnish & Install 24" D.I. Restrained Joint Water Main	366	L.F.	WD 50.80 ~~35.00~~	$ 18,592.80
6.	Furnish & Install 20" D.I. Water Main	4,080	L.F.	WD 35.75 ~~30.50~~	$ 145,860.00 ~~124,440.00~~
7.	Furnish & Install 20" D.I. Ball Joint Water Main	205	L.F.	WD 330.50 ~~33~~	$ 67,752.50
8.	Furnish & Install 16" D.I. Water Main	35	L.F.	$ 33.35	$ 1,167.25
9.	Furnish & Install 12" D.I. Water Main	40	L.F.	$ 28.75	$ 1,150.00
10.	Furnish & Install 10" D.I. Water Main	180	L.F.	$ 27.65	$ 4,977.00
11.	Furnish & Install 8" D.I. Water Main	120	L.F.	$ 25.75	$ 3,090.00
12.	Furnish & Install 6" D.I. Water Main	240	L.F.	$ 24.15	$ 5,796.00
13.	Furnish & Install D.I. Fittings	45.0	Tons	$ ~~4500.00~~	$ 202,500.00
14.	Furnish & Install 36" Butterfly Valve & Box	2	Ea.	$ 11,375.00	$ 22,750.00
15.	Furnish & Install 30" Butterfly Valve & Box	2	Ea.	$ 8,200.00	$ 16,400.00
16.	Furnish & Install 24" Butterfly Valve & Box	5	Ea.	$ 4835.00	$ 24,175.00
17.	Furnish & Install 20" Butterfly Valve & Box	2	Ea.	$ 3710.00	$ 7,420.00

Item No.	Description	Quantity	Unit	Unit Price	Amount
18.	Furnish & Install 16" Butterfly Valve & Box	2	EA.	$ 2705.00	$ 5410.00
19.	Furnish & Install 12" Butterfly Valve & Box	2	Ea.	$ 1730.00	$ 3,460.00
20.	Furnish & Install 10" Butterfly Valve & Box	7	Ea.	$ 1525.00	$ 10,675.00
21.	Furnish & Install 8" Gate Valve & Box	4	Ea.	$ 422.00	$ 1,688.00
22.	Furnish & Install 6" Gate Valve & Box	9	Ea.	$ 360.00	$ 3,240.00
23.	Furnish & Install 16" x 16" Tapping Sleeve, Valve & Box	1	Ea.	$ 3745.00	$ 3,745.00
24.	Furnish & Install 10"x10" Tapping Sleeve, Valve & Box	2	Ea.	$ 1695.00	$ 3,390.00
25.	Furnish & Install 8"x8" Tapping Sleeve, Valve & Box	2	Ea.	$ 812.00	$ 1,624.00
26.	Furnish & Install Fire Hydrant	8	Ea.	$ 620.00	$ 4960.00
27.	Furnish & Install 40 L.F. Casing Under Tallassee Rd.		L.S.		$ 25,200.00
28.	Furnish & Install 124 L.F. Casing Under Jefferson Rd.		L.S.		$ 78,120.00
29.	Furnish & Install 104 L.F. Casing Under Seaboard Coast Line Railroad		L.S.		$ 65,520.00

Item No.	Description	Quantity	Unit	Unit Price	Amount
30.	Furnish & Install 60 L.F. Casing Under Chase St.			L.S.	$ 37,800.00
31.	Furnish & Install 80 L.F. Casing Under Barber St.			L.S.	$ 50,400.00
32.	Furnish & Install 200 L.F. Casing Under U.S. 29 By-Pass			L.S.	$ 126,000.00
33.	Furnish & Install 40 L.F. Casing Under Southern Railroad			L.S.	$ 10,800.00
34.	Furnish & Install 2" Air Release Valve & Manhole	13	Ea.	$ 1960.00	$ 25,480.00
35.	Furnish & Install 1" Air Release Valve & Manhole	13	Ea.	$ 1735.00	$ 22,555.00
36.	Construct road from Chase St. to Barber St. including all Cross Drains		L.S.		$ 7,000.00
37.	Furnish & Place Crusher Run Base Material	1,000	Tons	$ 7.00	$ 7,000.00
38.	Pavement Replacement Type I	320	L.F.	$ 1.00	$ 320.00
39.	Pavement Replacement Type II	1,650	L.F.	$ 13.00	$ 21,450.00
40.	Pavement Replacement Concrete	90	L.F.	$ 15.00	$ 1,350.00
41.	Concrete Blocking & Miscellaneous Concrete	90	C.Y.	$ 150.00	$ 13,500.00

Item No.	Description	Quantity	Unit	Unit Price	Amount
42.	Trench Stabilization	2,000	C.Y.	$ 16.15	$ 32,300.00
43.	Rock Excavation	15,500	C.Y.	$25.00	$387,500.00

TOTAL AMOUNT BID $ 3,049,439.25

ALTERNATE PROPOSAL
PRESTRESSED CONCRETE CYLINDER PIPE & FITTINGS

The Bidder has submitted a bid based on using Ductile Iron Pipe. If the Owner elects to use Prestressed Concrete Cylinder Pipe and Fitting in lieu of Ductile Iron Pipe and Fittings on any one size or on all sizes, the following amounts will be added to or deducted from the prices stated in the base bid. The Owner shall have the option of using either Prestressed Concrete Cylinder Pipe and Fittings or Ductile Iron Pipe and Fittings or a combination thereof.

NOTE: BIDDER SHALL INDICATE ADDITION OR DEDUCTION BY CROSSING OUT THE UNDERLINED WORDS NOT APPLICABLE.

44. (a) Furnish & Install 30" Prestressed Concrete Pipe
Add To or ~~Deduct From~~ Base Bid Item No. 1 $ 5.00 per foot

(b) Furnish & Install 30" Prestressed Concrete Fittings
Add To or ~~Deduct From~~ Base Bid Item No. 13 $ 1000.00 L.S.

45. (a) Furnish & Install 30" Prestressed Concrete Bell Bolt Joint Pipe
Add To or ~~Deduct From~~ Base Bid Item No. 2 $ 5.00 per foot

(b) Furnish & Install 30" Prestressed Concrete Bell Bolt Joint Fittings
Add To or ~~Deduct From~~ Base Bid Item No. 13 $ 1000.00 L.S.

46. Furnish & Install 30" Subaqueous Prestressed Concrete Pipe
~~Add To~~ or Deduct From Base Bid Item No. 3 $ 92.00 per foot

47. (a) Furnish & Install 24" Prestressed Concrete Pipe
Add To or ~~Deduct From~~ Base Bid Item No. 4 $ 5.00 per foot

(b) Furnish & Install 24" Prestressed Concrete Fittings
Add To or ~~Deduct From~~ Base Bid Item No. 13 $ 1000.00 L.S.

48. (a) Furnish & Install 24" Prestressed Concrete Bell Bolt Joint Pipe
Add To or ~~Deduct From~~ Base Bid Item No. 5 $ 5.00 per foot

(b) Furnish & Install 24" Prestressed Concrete Bell Bolt Joint Fittings
Add to or ~~Deduct From~~ Base Bid Item No. 13 $ 1000.00 L.S.

49. (a) Furnish & Install 20" Prestressed Concrete Pipe
Add To or ~~Deduct From~~ Base Bid Item No. 6 $ 5.00 per foot

(b) Furnish & Install Prestressed Concrete Fittings
Add To or ~~Deduct From~~ Base Bid Item No. 13 $ 1000.00 L.S.

50. Furnish & Install 20" subaqueous Prestressed Concrete Pipe
Add To or ~~Deduct From~~ Base Bid Item No. 7 $ 5.00 per foot

NOTE: In case of discrepancies between the figures shown in the unit prices and total amounts, the unit prices shall apply and the amounts shall be corrected to agree with the unit prices.

All Bidders must bid on every item as listed in the Proposal.

Proposals for construction of the Middle Oconee Raw Water Station, Job No. 800024, will also be received at the same time and place. Bidders may bid on either one or both contracts. Bidder submitting bids on both contracts will be afforded the opportunity of offering a lump sum deduct if awarded both contracts. This deductible lump sum amount, if offered, shall be deducted from the lump sum amount bid for the construction of the Middle Oconee Raw Water Station, Job No. 800024. The Owner reserves the right to award each contract to separate bidders or both contracts to one bidder.

It is understood and agreed that the quantities listed in this Proposal are approximate only and are intended principally to serve as a guide in comparing bids, and may be increased or decreased without invalidating the unit prices bid.

The Bidder agrees hereby to commence work under this Contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 365 consecutive calendar days thereafter as stipulated in the Specifications. The Bidder further agrees to pay as liquidated damages, the sum of two hundred and fifty ($250.00) dollars for each consecutive calendar day thereafter as hereinafter provided.

The undersigned furthermore agrees that, in case of failure on his part to execute said Contract and Bond within ten (10) days after being awarded the Contract, the check or bond accompanying

his bid and the money payable thereon shall become the property of the City; otherwise, the check or bond accompanying this proposal shall be returned to the undersigned.

Bidder acknowledges receipt of the following addendum:

No. 1 DATED 11/6/80

No. 2 DATED 11/13/80

Attached hereto is a certified check or Bid Bond on the ST. PAUL FIRE & MARINE INSURANCE CO of ST. PAUL, MINNESOTA

in the amount of 5% of Base Bid

_____ Dollars ($_____).

according to conditions under INSTRUCTION TO BIDDERS.

The full name and residences of persons or parties interested in the foregoing bid, as Principals, are as follows:

G. Willie Sheriff, President

Leonard D. Sheriff, Vice President

Dated at 8:00 AM in Cathedral City the 20th day of

November, 1980.

SHERIFF CONSTRUCTION CO.

By Willie Sheriff

WILLIE SHERIFF, PRES.

The Bidder has based his bid upon and proposes to furnish equipment produced by the following:

Item No.	Equipment	Manufacturer	Representative or Vendor
1.	Gate Valves	MUELLER	DAVIS METER
2.	Fire Hydrants	MUELLER	DAVIS METER

the St Paul
Property & Liability Insurance

ST. PAUL FIRE AND MARINE INSURANCE COMPANY
ST. PAUL, MINNESOTA
A CAPITAL STOCK COMPANY

BID BOND

Approved by The American Institute of Architects,
A. I. A. Document A 310 Feb. 1970 Edition

KNOW ALL MEN BY THESE PRESENTS, that we Sheriff Construction Co., Inc.
Eastanollee, Georgia
as Principal, hereinafter called the Principal,
and the ST. PAUL FIRE AND MARINE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Minnesota as Surety, hereinafter called the Surety, are held and firmly bound unto
City of Athens, GA
as Obligee, hereinafter called the Obligee,
in the sum of Five Percent (5%) of Bid-------- Dollars
($), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Additions to the Water System, Contract 1

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 20 day of November A. D. 19 80,

Bill DeFoor
(Witness)

SHERIFF CONSTRUCTION CO., INC. (Seal)
(Principal)
BY: Willie Sheriff
(Title) President

Joanne M. Hedger
(Witness)

St. Paul Fire and Marine Insurance Company (Seal)
(Surety)
By Richard W. Naylor
Richard W. Naylor (Attorney-in-fact)

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Class 1

Fidelity and Surety Department

ST. PAUL FIRE AND MARINE INSURANCE COMPANY
ST. PAUL, MINNESOTA

(A Capital Stock Company)

CERTIFIED COPY OF POWER OF ATTORNEY

Original on File at Home Office of Company. See Certification.

KNOW ALL MEN BY THESE PRESENTS: That the **St. Paul Fire and Marine Insurance Company,** a corporation organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Saint Paul, Minnesota, does hereby constitute and appoint

Richard W. Naylor, Jack W. Chancey, Joanne M. Hedger,
Wm. John Graham, III, F. Anderson Philips, individually,
Marietta, Georgia

its true and lawful attorneys(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **St. Paul Fire and Marine Insurance Company,** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V,–Section 6(C), of the By-Laws adopted by the Board of Directors of the ST. PAUL FIRE AND MARINE INSURANCE COMPANY at a meeting called and held on the 23rd day of January, 1970, of which the following is a true transcript of said Section 6(C).

"The President or any Vice President, Assistant Vice President, Secretary or Resident Secretary, shall have power and authority

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and
(2) To appoint Special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and
(3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 6th day of May, 1959, of which the following is a true excerpt:

"Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN TESTIMONY WHEREOF, the **St. Paul Fire and Marine Insurance Company** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 28th day of August A. D. 19 80

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

STATE OF MINNESOTA
County of Ramsey } ss.

Vice President.

On this 28th day of August 19 80 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he is the therein described and authorized officer of the **St. Paul Fire and Marine Insurance Company;** that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Saint Paul, Minnesota, the day and year first above written.

V.C. INNES
Notary Public, Ramsey County, Minn.
My Commission Expires April 27, 1983

CERTIFICATION

I, the undersigned officer of the **St. Paul Fire and Marine Insurance Company,** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney,* with the **ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY,** and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 20 day of November 19 80

Secretary .

*Unlimited as to character and amount.

10870 Rev. 10-74 Printed in U.S.A.

SECTION CC

CORPORATE CERTIFICATE:

I, LOTTIE P. SHERIFF, certify that I am the Secretary of the corporation named as Contractor in the foregoing proposal; that [redacted] WILLIS SHERIFF, who signed said proposal in behalf of the Contractor was then [redacted] PRESIDENT of said corporation, that said proposal was duly signed for and in behalf of said corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said corporation is organized under the laws of the State of GEORGIA.

This 20TH day of NOVEMBER, 19 80.

LOTTIE P. SHERIFF, SECT.
Lottie P. Sheriff L.S.

(SEAL)

PROPOSAL

TO: THE CITY OF ATHENS
ATHENS, GEORGIA
ADDITIONS TO THE WATER SYSTEM
CONTRACT NO. 800023-01

GENTLEMEN:

The undersigned, as Bidder, hereby declares that the only person, company, or parties interested in this Proposal or the Contract to be entered into, as Principals, are named herein; and that this Proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

That the Bidder has carefully examined and fully understands the Contract, Plans and Specifications, and other Documents hereto attached, and has made a personal examination of the site of the proposed work, and has satisfied himself as to the actual conditions and requirements of the work, and that he hereby proposes and agrees that if his Proposal is accepted, he will enter into Contract with the City of Athens, Georgia, in the form of Contract hereto attached, to furnish all necessary machinery, tools, apparatus, and other means of construction, and all materials, equipment, and labor necessary to construct and complete the work specified under the following items, and in the Contract, and called for by the Plans, in the manner specified and in the time mentioned, according to the requirements as hereinafter set forth, for the following prices, each price to include all cost incidental to the work to which it applies, to-wit:

BID SCHEDULE

Item No.	Description	Quantity	Unit	Unit Price	Amount
1.	Furnish & Install 30" D.I. Water Main	19,620	L.F.	$ 49.50	$ 971,190.00
2.	Furnish & Install 30" D.I. Restrained Joint Water Main	608	L.F.	$ 77.00	$ 46,816.00
3.	Furnish & Install 30" D.I. Ball Joint Water Main	205	L.F.	$ 450.00	$ 92,250.00

Item No.	Description	Quantity	Unit	Unit Price	Amount
4.	Furnish & Install 24" D.I. Water Main	16,430	L.F.	$ 34.00	$ 558,620.00
5.	Furnish & Install 24" D.I. Restrained Joint Water Main	366	L.F.	$ 54.00	$ 19,764.00
6.	Furnish & Install 20" D.I. Water Main	4,080	L.F.	$ 27.00	$ 110,160.00
7.	Furnish & Install 20" D.I. Ball Joint Water Main	205	L.F.	$ 300.00	$ 61,500.00
8.	Furnish & Install 16" D.I. Water Main	35	L.F.	$ 26.00	$ 910.00
9.	Furnish & Install 12" D.I. Water Main	40	L.F.	$ 20.00	$ 800.00
10.	Furnish & Install 10" D.I. Water Main	180	L.F.	$ 17.00	$ 3,060.00
11.	Furnish & Install 8" D.I. Water Main	120	L.F.	$ 15.00	$ 1,800.00
12.	Furnish & Install 6" D.I. Water Main	240	L.F.	$ 13.00	$ 3,120.00
13.	Furnish & Install D.I. Fittings	45.0	Tons	$ 3,250.00	$ 146,250.00
14.	Furnish & Install 36" Butterfly Valve & Box	2	Ea.	$ 11,000.00	$ 22,000.00
15.	Furnish & Install 30" Butterfly Valve & Box	2	Ea.	$ 8,500.00	$ 17,000.00
16.	Furnish & Install 24" Butterfly Valve & Box	5	Ea.	$ 5,000.00	$ 25,000.00
17.	Furnish & Install 20" Butterfly Valve & Box	2	Ea.	$ 3,500.00	$ 7,000.00

Item No.	Description	Quantity	Unit	Unit Price	Amount
18.	Furnish & Install 16" Butterfly Valve & Box	2	EA.	$2,500.00	$ 5,000.00
19.	Furnish & Install 12" Butterfly Valve & Box	2	Ea.	$ 1,750.00	$ 3,500.00
20.	Furnish & Install 10" Butterfly Valve & Box	7	Ea.	$ 1,400.00	$ 9,800.00
21.	Furnish & Install 8" Gate Valve & Box	4	Ea.	$ 450.00	$ 1,800.00
22.	Furnish & Install 6" Gate Valve & Box	9	Ea.	$ 300.00	$ 2,700.00
23.	Furnish & Install 16" x 16" Tapping Sleeve, Valve & Box	1	Ea.	$ 6,100.00	$ 6,100.00
24.	Furnish & Install 10"x10" Tapping Sleeve, Valve & Box	2	Ea.	$ 1,300.00	$ 2,600.00
25.	Furnish & Install 8"x8" Tapping Sleeve, Valve & Box	2	Ea.	$ 800.00	$ 1,600.00
26.	Furnish & Install Fire Hydrant	8	Ea.	$ 600.00	$ 4,800.00
27.	Furnish & Install 40 L.F. Casing Under Tallassee Rd.		L.S.		$ 32,200.00
28.	Furnish & Install 124 L.F. Casing Under Jefferson Rd.		L.S.		$ 89,125.00
29.	Furnish & Install 104 L.F. Casing Under Seaboard Coast Line Railroad		L.S.		$ 77,050.00

Item No.	Description	Quantity	Unit	Unit Price	Amount
30.	Furnish & Install 60 L.F. Casing Under Chase St.			L.S.	$ 43,700.00
31.	Furnish & Install 80 L.F. Casing Under Barber St.			L.S.	$ 57,500.00
32.	Furnish & Install 200 L.F. Casing Under U.S. 29 By-Pass			L.S.	$ 147,200.00
33.	Furnish & Install 40 L.F. Casing Under Southern Railroad			L.S.	$ 18,400.00
34.	Furnish & Install 2" Air Release Valve & Manhole	13	Ea.	$ 1,500.00	$ 19,500.00
35.	Furnish & Install 1" Air Release Valve & Manhole	13	Ea.	$ 1,000.00	$ 13,000.00
36.	Construct road from Chase St. to Barber St. including all Cross Drains		L.S.		$ 25,000.00
37.	Furnish & Place Crusher Run Base Material	1,000	Tons	$ 8.00	$ 8,000.00
38.	Pavement Replacement Type I	320	L.F.	$ 12.00	$ 3,840.00
39.	Pavement Replacement Type II	1,650	L.F.	$ 12.00	$ 19,800.00
40.	Pavement Replacement Concrete	90	L.F.	$ 10.00	$ 900.00
41.	Concrete Blocking & Miscellaneous Concrete	90	C.Y.	$ 75.00	$ 6,750.00

Item No.	Description	Quantity	Unit	Unit Price	Amount
42.	Trench Stabilization	2,000	C.Y.	$ 12.00	$ 24,000.00
43.	Rock Excavation	15,500	C.Y.	$25.00	$387,500.00

TOTAL AMOUNT BID $ 3,098,605.00

ALTERNATE PROPOSAL
PRESTRESSED CONCRETE CYLINDER PIPE & FITTINGS

The Bidder has submitted a bid based on using Ductile Iron Pipe. If the Owner elects to use Prestressed Concrete Cylinder Pipe and Fitting in lieu of Ductile Iron Pipe and Fittings on any one size or on all sizes, the following amounts will be added to or deducted from the prices stated in the base bid. The Owner shall have the option of using either Prestressed Concrete Cylinder Pipe and Fittings or Ductile Iron Pipe and Fittings or a combination thereof.

NOTE: BIDDER SHALL INDICATE ADDITION OR DEDUCTION BY CROSSING OUT THE UNDERLINED WORDS NOT APPLICABLE.

44. (a) Furnish & Install 30" Prestressed Concrete Pipe
Add To or Deduct From Base Bid Item No. 1 $ 0 per foot

(b) Furnish & Install 30" Prestressed Concrete Fittings
Add To or Deduct From Base Bid Item No. 13 $ 0 L.S.

45. (a) Furnish & Install 30" Prestressed Concrete Bell Bolt Joint Pipe
Add To or Deduct From Base Bid Item No. 2 $ 0 per foot

(b) Furnish & Install 30" Prestressed Concrete Bell Bolt Joint Fittings
Add To or Deduct From Base Bid Item No. 13 $ 0 L.S.

46. Furnish & Install 30" Subaqueous Prestressed Concrete Pipe
Add To or Deduct From Base Bid Item No. 3 $ 0 per foot

47. (a) Furnish & Install 24" Prestressed Concrete Pipe
Add To or Deduct From Base Bid Item No. 4 $ 0 per foot

(b) Furnish & Install 24" Prestressed Concrete Fittings
Add To or Deduct From Base Bid Item No. 13 $ 0 L.S.

48. (a) Furnish & Install 24" Prestressed Concrete Bell Bolt Joint Pipe
Add To or Deduct From Base Bid Item No. 5 $ 0 per foot

(b) Furnish & Install 24" Prestressed Concrete Bell Bolt Joint Fittings
Add to or Deduct From Base Bid Item No. 13 $ 0 L.S.

49. (a) Furnish & Install 20" Prestressed Concrete Pipe
Add To or Deduct From Base Bid Item No. 6 $ 0 per foot

(b) Furnish & Install Prestressed Concrete Fittings
Add To or Deduct From Base Bid Item No. 13 $ 0 L.S.

50. Furnish & Install 20" subaqueous Prestressed Concrete Pipe
Add To or Deduct From Base Bid Item No. 7 $ 0 per foot

NOTE: In case of discrepancies between the figures shown in the unit prices and total amounts, the unit prices shall apply and the amounts shall be corrected to agree with the unit prices.

All Bidders must bid on every item as listed in the Proposal.

Proposals for construction of the Middle Oconee Raw Water Station, Job No. 800024, will also be received at the same time and place. Bidders may bid on either one or both contracts. Bidder submitting bids on both contracts will be afforded the opportunity of offering a lump sum deduct if awarded both contracts. This deductible lump sum amount, if offered, shall be deducted from the lump sum amount bid for the construction of the Middle Oconee Raw Water Station, Job No. 800024. The Owner reserves the right to award each contract to separate bidders or both contracts to one bidder.

It is understood and agreed that the quantities listed in this Proposal are approximate only and are intended principally to serve as a guide in comparing bids, and may be increased or decreased without invalidating the unit prices bid.

The Bidder agrees hereby to commence work under this Contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 365 consecutive calendar days thereafter as stipulated in the Specifications. The Bidder further agrees to pay as liquidated damages, the sum of two hundred and fifty ($250.00) dollars for each consecutive calendar day thereafter as hereinafter provided.

The undersigned furthermore agrees that, in case of failure on his part to execute said Contract and Bond within ten (10) days after being awarded the Contract, the check or bond accompanying

his bid and the money payable thereon shall become the property of the City; otherwise, the check or bond accompanying this proposal shall be returned to the undersigned.

Bidder acknowledges receipt of the following addendum:

No. One dated 11/6/80

No. Two dated 11/13/80

Attached hereto is a ~~certified check~~ or Bid Bond on the The Employers Insurance of Wausau, A Mutual Company of Wausau, Wisconsin

in the amount of Five percent of amount bid

Dollars ($ 5%).

according to conditions under INSTRUCTION TO BIDDERS.

The full name and residences of persons or parties interested in the foregoing bid, as Principals, are as follows:

Fred M. Young- President- Route 7 - Fayetteville, TN 37334

H. Douglas Thomas- Vice President- Route 6 - Fayetteville, TN 37334

Lewis F. Carter- Vice President-1112 Scenic Dr.- Fayetteville, TN 37334

William E. Simms- Secretary- Route 8- Fayetteville, TN 37334

R. G. Connelly- Treasurer- Dunroamin Lane- Fayetteville, TN 37334

Dated at Fayetteville, TN the 20th day of November, 1980.

C F W CONSTRUCTION CO., INC.

By H. Douglas Thomas

H. Douglas Thomas- Vice President

The Bidder has based his bid upon and proposes to furnish equipment produced by the following:

Item No.	Equipment	Manufacturer	Representative or Vendor
1.	Gate Valves	MUELLER	CONSOLIDATED
2.	Fire Hydrants	MUELLER	CONSOLIDATED

A.I.A. Document No. A-310
(February 1970 Ed.)

Wausau Insurance Companies

With Offices at Wausau, Wisconsin

Any correspondence in relation to this bond should be directed to:
Wausau Insurance Companies
Surety Underwriting
2000 Westwood Drive
Wausau, Wisconsin 54401

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, C F W Construction Company, Inc.,
P.O. Drawer O, Fayetteville, Tennessee 37334
as Principal, hereinafter called the Principal, and EMPLOYERS INSURANCE OF WAUSAU A Mutual Company
1571 Northeast Freeway, Atlanta, Georgia 30329
a corporation duly organized under the laws of the State of Wisconsin as Surety, hereinafter called the Surety are held and firmly bound unto

City of Athens, Georgia

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of the Amount Bid Dollars ($ 5% of Bid),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Additions to the Water System, Contract No. 800023-01

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 20th day of November A.D. 19 80

Tammy P. Caldwell
(Witness)

C F W CONSTRUCTION COMPANY, INC.
(Principal) (Seal)
BY: H. Douglas Thomas
(Title)
H. Douglas Thomas - Vice President

Betty Jan Pigue
(Witness)

EMPLOYERS INSURANCE OF WAUSAU A Mutual Company
(Surety) (Seal)
Robert M. Heller
Attorney-in-Fact
Robert M. Heller

COUNTERSIGNED BY:
R E Briner
Georgia AGENT

EMPLOYERS INSURANCE OF WAUSAU A Mutual Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the EMPLOYERS INSURANCE OF WAUSAU A Mutual Company, a corporation duly organized and existing under the laws of the State of Wisconsin, and having its principal office in the City of Wausau, County of Marathon, State of Wisconsin, has made, constituted and appointed, and does by these presents make, constitute and appoint Willard W. Becker, Edward T. Edwards, Martha Fish, Robert M. Heller, Paul H. Kiger, Richard M. Miller, J. S. Sturtevant, R. Dan Webb its true and lawful attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver

any and all bonds, undertakings, recognizances or other written obligations in the nature thereof - - -

and to bind the corporation thereby as fully and to the same extent as if such bonds were signed by the president, sealed with the corporate seal of the corporation and duly attested by its secretary hereby ratifying and confirming all that the said attorney-in-fact may do in the premises.

This power of attorney is granted pursuant to the following resolution adopted by the Board of Directors of said Company at a meeting duly called and held on the 18th day of May, 1973, which resolution is still in effect:

"RESOLVED, that the President and any Vice President — elective or appointive — of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company be, and that each of them hereby is, authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute on behalf of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company bonds, undertakings and all contracts of suretyship; and that any secretary or assistant secretary be, and that each or any of them hereby is, authorized to attest the execution of any such power of attorney, and to attach thereto the seal of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company.

"FURTHER RESOLVED, that the signatures of such officers and the seal of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures and facsimile seal shall be valid and binding upon the EMPLOYERS INSURANCE OF WAUSAU A Mutual Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

IN WITNESS WHEREOF, EMPLOYERS INSURANCE OF WAUSAU A Mutual Company has caused these presents to be signed by the vice president and attested by its secretary, and its corporate seal to be hereto affixed this 28th day of September, 19 79.

EMPLOYERS INSURANCE OF WAUSAU A Mutual Company

CORPORATE SEAL

By L. J. Baumer

L. J. Baumer

Vice President

Attest: R. J. Wendorff

R. J. Wendorff Secretary

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

On this 28th day of September, 19 79, before me personally came L. J. Baumer, to me known, who being by me duly sworn, did depose and say that he is a vice president of the EMPLOYERS INSURANCE OF WAUSAU A Mutual Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year herein first above written.

Nancy L. Zimbauer

Notary Public

NANCY L. ZIMBAUER
NOTARY PUBLIC
STATE OF WISCONSIN
My Commission Expires February 21, 1982

CERTIFICATE

STATE OF WISCONSIN)
CITY OF WAUSAU) ss.
COUNTY OF MARATHON)

I, the undersigned, vice president of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company, a Wisconsin corporation, do hereby certify that the foregoing and attached power of attorney remains in full force and has not been revoked; and furthermore that the resolution of the Board of Directors set forth in the power of attorney is still in force.

Signed and sealed in the City of Wausau, Marathon County, State of Wisconsin, this 20th day of November, 19 80.

W. M. Sallee

W. M. Sallee Vice President

CORPORATE SEAL

815-42222 8-79

SECTION CC

CORPORATE CERTIFICATE:

I, William E. Simms, certify that I am the Secretary of the corporation named as Contractor in the foregoing proposal; that H. Douglas Thomas, who signed said proposal in behalf of the Contractor was then Vice President of said corporation, that said proposal was duly signed for and in behalf of said corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said corporation is organized under the laws of the State of TENNESSEE.

This 20th day of November, 1980.

C F W CONSTRUCTION CO., INC.

William E. Simms L.S.

William E. Simms- Secretary

(SEAL)

CORPORATE RESOLUTION

Upon motion duly made and seconded the following resolution was unanimously adopted by the board of directors of C F W Construction Co., Inc.:

BE IT RESOLVED by the board of directors of C F W Construction Co., Inc. that H. Douglas Thomas is authorized and empowered to execute in its behalf construction contracts, addenda thereto, payment and performance bonds, in connection therewith, and other documents incidental to such construction contracts in the normal routine and in the regular course of the construction business of this corporation.

CERTIFICATE

I, Mattie Pittenger, Assistant Secretary of C F W Construction Co., Inc., do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the board of directors of this corporation at a regular meeting held on June 23, 1980 at Fayetteville, Tennessee, at which a quorum of directors were present, and that said resolution has been incorporated in the minutes of said meeting in the corporate record book.

C F W CONSTRUCTION CO., INC.

Mattie Pittenger

Mattie Pittenger, Asst. Secretary

PROPOSAL

TO: THE CITY OF ATHENS
ATHENS, GEORGIA
ADDITIONS TO THE WATER SYSTEM
CONTRACT NO. 800023-01

GENTLEMEN:

The undersigned, as Bidder, hereby declares that the only person, company, or parties interested in this Proposal or the Contract to be entered into, as Principals, are named herein; and that this Proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

That the Bidder has carefully examined and fully understands the Contract, Plans and Specifications, and other Documents hereto attached, and has made a personal examination of the site of the proposed work, and has satisfied himself as to the actual conditions and requirements of the work, and that he hereby proposes and agrees that if his Proposal is accepted, he will enter into Contract with the City of Athens, Georgia, in the form of Contract hereto attached, to furnish all necessary machinery, tools, apparatus, and other means of construction, and all materials, equipment, and labor necessary to construct and complete the work specified under the following items, and in the Contract, and called for by the Plans, in the manner specified and in the time mentioned, according to the requirements as hereinafter set forth, for the following prices, each price to include all cost incidental to the work to which it applies, to-wit:

BID SCHEDULE

Item No.	Description	Quantity	Unit	Unit Price	Amount
1.	Furnish & Install 30" D.I. Water Main	19,620	L.F.	$ 53.82	$ 1,055,948.40
2.	Furnish & Install 30" D.I. Restrained Joint Water Main	608	L.F.	$ 80.44	$ 48,907.52
3.	Furnish & Install 30" D.I. Ball Joint Water Main	205	L.F.	$ 454.56	$ 93,184.80

Item No.	Description	Quantity	Unit	Unit Price	Amount
4.	Furnish & Install 24" D.I. Water Main	16,430	L.F.	$ 40.56	$ 666,400.80
5.	Furnish & Install 24" D.I. Restrained Joint Water Main	366	L.F.	$ 58.72	$ 21,491.52
6.	Furnish & Install 20" D.I. Water Main	4,080	L.F.	$ 38.35	$ 156,468.00
7.	Furnish & Install 20" D.I. Ball Joint Water Main	205	L.F.	$ 207.04	$ 42443.20
8.	Furnish & Install 16" D.I. Water Main	35	L.F.	$ 28.95	$ 1,013.25
9.	Furnish & Install 12" D.I. Water Main	40	L.F.	$ 24.52	$ 980.80
10.	Furnish & Install 10" D.I. Water Main	180	L.F.	$ 23.32	$ 4197.60
11.	Furnish & Install 8" D.I. Water Main	120	L.F.	$ 20.64	$ 2476.80
12.	Furnish & Install 6" D.I. Water Main	240	L.F.	$ 19.09	$ 4581.60
13.	Furnish & Install D.I. Fittings	45.0	Tons	$ 4037.60	$ 181692.00
14.	Furnish & Install 36" Butterfly Valve & Box	2	Ea.	$ 9300.00	$ 18600.00
15.	Furnish & Install 30" Butterfly Valve & Box	2	Ea.	$ 7000.00	$ 14000.00
16.	Furnish & Install 24" Butterfly Valve & Box	5	Ea.	$ 4800.00	$ 24000.00
17.	Furnish & Install 20" Butterfly Valve & Box	2	Ea.	$ 3800.00	$ 7600.00

Item No.	Description	Quantity	Unit	Unit Price	Amount
18.	Furnish & Install 16" Butterfly Valve & Box	2	EA.	$ 2300.00	$ 4600.00
19.	Furnish & Install 12" Butterfly Valve & Box	2	Ea.	$ 1700.00	$ 3400.00
20.	Furnish & Install 10" Butterfly Valve & Box	7	Ea.	$ 1650.00	$ 11550.00
21.	Furnish & Install 8" Gate Valve & Box	4	Ea.	$ 750.00	$ 3000.00
22.	Furnish & Install 6" Gate Valve & Box	9	Ea.	$ 667.00	$ 6003.00
23.	Furnish & Install 16" x 16" Tapping Sleeve, Valve & Box	1	Ea.	$ 8576.00	$ 8576.00
24.	Furnish & Install 10"x10" Tapping Sleeve, Valve & Box	2	Ea.	$ 1943.00	$ 3886.00
25.	Furnish & Install 8"x8" Tapping Sleeve, Valve & Box	2	Ea.	$ 1151.00	$ 2302.00
26.	Furnish & Install Fire Hydrant	8	Ea.	$ 1604.00	$ 12832.00
27.	Furnish & Install 40 L.F. Casing Under Tallassee Rd.		L.S.		$ 28280.00
28.	Furnish & Install 124 L.F. Casing Under Jefferson Rd.		L.S.		$ 87668.00
29.	Furnish & Install 104 L.F. Casing Under Seaboard Coast Line Railroad		L.S.		$ 76128.00

Item No.	Description	Quantity	Unit	Unit Price	Amount
30.	Furnish & Install 60 L.F. Casing Under Chase St.			L.S.	$ 42420.00
31.	Furnish & Install 80 L.F. Casing Under Barber St.			L.S.	$ 56560.00
32.	Furnish & Install 200 L.F. Casing Under U.S. 29 By-Pass			L.S.	$ 141400.00
33.	Furnish & Install 40 L.F. Casing Under Southern Railroad			L.S.	$ 11600.00
34.	Furnish & Install 2" Air Release Valve & Manhole	13	Ea.	$ 1513.82	$ 19679.66
35.	Furnish & Install 1" Air Release Valve & Manhole	13	Ea.	$ 1318.75	$ 17143.75
36.	Construct road from Chase St. to Barber St. including all Cross Drains		L.S.		$ 60000.00
37.	Furnish & Place Crusher Run Base Material	1,000	Tons	$ 15.00	$ 15000.00
38.	Pavement Replacement Type I	320	L.F.	$ 20.00	$ 6400.00
39.	Pavement Replacement Type II	1,650	L.F.	$ 25.00	$ 41250.00
40.	Pavement Replacement Concrete	90	L.F.	$ 25.00	$ 2250.00
41.	Concrete Blocking & Miscellaneous Concrete	90	C.Y.	$ 80.00	$ 7200.00

Item No.	Description	Quantity	Unit	Unit Price	Amount
42.	Trench Stabilization	2,000	C.Y.	$ 15.00	$ 30000.00
43.	Rock Excavation	15,500	C.Y.	$25.00	$387,500.00

TOTAL AMOUNT BID $ 3,430,614.70

ALTERNATE PROPOSAL
PRESTRESSED CONCRETE CYLINDER PIPE & FITTINGS

The Bidder has submitted a bid based on using Ductile Iron Pipe. If the Owner elects to use Prestressed Concrete Cylinder Pipe and Fitting in lieu of Ductile Iron Pipe and Fittings on any one size or on all sizes, the following amounts will be added to or deducted from the prices stated in the base bid. The Owner shall have the option of using either Prestressed Concrete Cylinder Pipe and Fittings or Ductile Iron Pipe and Fittings or a combination thereof.

NOTE: BIDDER SHALL INDICATE ADDITION OR DEDUCTION BY CROSSING OUT THE UNDERLINED WORDS NOT APPLICABLE.

44. (a) Furnish & Install 30" Prestressed Concrete Pipe
Add To or ~~Deduct From~~ Base Bid Item No. 1 $ 5.00 per foot

(b) Furnish & Install 30" Prestressed Concrete Fittings
Add To or ~~Deduct From~~ Base Bid Item No. 13 $ 5.00 L.S.

45. (a) Furnish & Install 30" Prestressed Concrete Bell Bolt Joint Pipe
Add To or ~~Deduct From~~ Base Bid Item No. 2 $ 5.00 per foot

(b) Furnish & Install 30" Prestressed Concrete Bell Bolt Joint Fittings
Add To or ~~Deduct From~~ Base Bid Item No. 13 $ 5.00 L.S.

46. Furnish & Install 30" Subaqueous Prestressed Concrete Pipe
Add To or ~~Deduct From~~ Base Bid Item No. 3 $ 5.00 per foot

47. (a) Furnish & Install 24" Prestressed Concrete Pipe
Add To or ~~Deduct From~~ Base Bid Item No. 4 $ 5.00 per foot

(b) Furnish & Install 24" Prestressed Concrete Fittings
Add To or ~~Deduct From~~ Base Bid Item No. 13 $ 5.00 L.S.

48. (a) Furnish & Install 24" Prestressed Concrete Bell Bolt Joint Pipe
Add To or ~~Deduct From~~ Base Bid Item No. 5 $ 5.00 per foot

(b) Furnish & Install 24" Prestressed Concrete Bell Bolt Joint Fittings
Add to or ~~Deduct From~~ Base Bid Item No. 13 $ 5.00 L.S.

49. (a) Furnish & Install 20" Prestressed Concrete Pipe
Add To or ~~Deduct From~~ Base Bid Item No. 6 $ 5.00 per foot

(b) Furnish & Install Prestressed Concrete Fittings
Add To or ~~Deduct From~~ Base Bid Item No. 13 $ 5.00 L.S.

50. Furnish & Install 20" subaqueous Prestressed Concrete Pipe
Add To or ~~Deduct From~~ Base Bid Item No. 7 $ 5.00 per foot

NOTE: In case of discrepancies between the figures shown in the unit prices and total amounts, the unit prices shall apply and the amounts shall be corrected to agree with the unit prices.

All Bidders must bid on every item as listed in the Proposal.

Proposals for construction of the Middle Oconee Raw Water Station, Job No. 800024, will also be received at the same time and place. Bidders may bid on either one or both contracts. Bidder submitting bids on both contracts will be afforded the opportunity of offering a lump sum deduct if awarded both contracts. This deductible lump sum amount, if offered, shall be deducted from the lump sum amount bid for the construction of the Middle Oconee Raw Water Station, Job No. 800024. The Owner reserves the right to award each contract to separate bidders or both contracts to one bidder.

It is understood and agreed that the quantities listed in this Proposal are approximate only and are intended principally to serve as a guide in comparing bids, and may be increased or decreased without invalidating the unit prices bid.

The Bidder agrees hereby to commence work under this Contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 365 consecutive calendar days thereafter as stipulated in the Specifications. The Bidder further agrees to pay as liquidated damages, the sum of two hundred and fifty ($250.00) dollars for each consecutive calendar day thereafter as hereinafter provided.

The undersigned furthermore agrees that, in case of failure on his part to execute said Contract and Bond within ten (10) days after being awarded the Contract, the check or bond accompanying

his bid and the money payable thereon shall become the property of the City; otherwise, the check or bond accompanying this proposal shall be returned to the undersigned.

Bidder acknowledges receipt of the following addendum:

1, 2, 3

Attached hereto is a certified check or Bid Bond on the

_____ of _____

in the amount of 5% OF AMOUNT BID

_____ Dollars ($_____).

according to conditions under INSTRUCTION TO BIDDERS.

The full name and residences of persons or parties interested in the foregoing bid, as Principals, are as follows:

Dated at _____ the 20TH day of NOVEMBER, 1980.

JOHN W. TAYLOR, INC.

By Randy Tachra

The Bidder has based his bid upon and proposes to furnish equipment produced by the following:

Item No.	Equipment	Manufacturer	Representative or Vendor
1.	Gate Valves	AMERICAN	JOHN WHELCHEL
2.	Fire Hydrants	AMERICAN	JOHN WHELCHEL

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

Bond No. _____

BID BOND

APPROVED BY THE AMERICAN INSTITUTE OF ARCHITECTS
A.I.A. DOCUMENT NO. A-310 (FEB. 1970 ED.)

KNOW ALL MEN BY THESE PRESENTS, that we John W. Taylor, Inc.

P. O. Box 525, Winder, Georgia 30680

as Principal, hereinafter called the Principal, and the RELIANCE INSURANCE COMPANY of Philadelphia, Pennsylvania, a corporation duly organized under the laws of the State of Pennsylvania, as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Athens

as Obligee, hereinafter called the Obligee, in the sum of 5 % of Amount Bid----------

---------- Dollars ($5% of Amount Bid-----),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for JOB # 800023

ADDITION TO THE WATER SYSTEM
CONTRACT # 1

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 20TH day of NOVEMBER A.D. 19 80

_____ (Witness)

John W. Taylor, Inc. (Principal) (Seal)

Randy Jackson (Title) President

RELIANCE INSURANCE COMPANY

Bob Graf, Attorney In Fact

GEORGIA RESIDENT AGENT:
W C Fox

BDR-2305 Ed. 10-73

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint Bob Graf of Florence, Alabama

its true and lawful Attorney-in-fact, to make execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship,

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective May 11, 1962, which provisions are now in full force and effect, reading as follows:

ARTICLE VII – Execution of Bonds and Undertakings

SECTION 1. The Board of Directors, the President, or any Vice-President or Assistant Vice-President shall have power and authority to: (a) appoint Attorneys-in-fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-fact at any time and revoke the power and authority given to him.

SECTION 2. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 8th day of May, 1959, at which a quorum was present, and said Resolution has not been amended or repealed:

> "Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereto affixed, this 16th day of June 1978.

RELIANCE INSURANCE COMPANY

R. S. Bedworth

Vice-President

STATE OF Pennsylvania }
COUNTY OF Philadelphia } ss.

On this 16th day of June, 1978, personally appeared R. S. Bedworth, to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII Section 1 and 2 of the By-Laws of said Company, set forth therein, is still in full force.

Margaret E. Pennington

My Commission Expires:

April 7, 1980

Notary Public in and for State of Pennsylvania

Residing at Philadelphia

I, J. A. Daily, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this _____ day of _____ 19__.

Assistant Secretary

BDR-1431 Ed. 7/71

SECTION CC

CORPORATE CERTIFICATE:

I, BILLY M. STARR, certify that I am the Secretary of the corporation named as Contractor in the foregoing proposal; that J.E. NEWHARD, who signed said proposal in behalf of the Contractor was then VICE PRESIDENT of said corporation, that said proposal was duly signed for and in behalf of said corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said corporation is organized under the laws of the State of DELAWARE.

This 20th day of NOVEMBER, 1980.

MacDOUGALD CONSTRUCTION COMPANY,
DIVISION OF APAC OF GEORGIA, INC.

Billy M Starr

L.S.

(SEAL)

PROPOSAL

TO: THE CITY OF ATHENS
ATHENS, GEORGIA
ADDITIONS TO THE WATER SYSTEM
CONTRACT NO. 800023-01

GENTLEMEN:

The undersigned, as Bidder, hereby declares that the only person, company, or parties interested in this Proposal or the Contract to be entered into, as Principals, are named herein; and that this Proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

That the Bidder has carefully examined and fully understands the Contract, Plans and Specifications, and other Documents hereto attached, and has made a personal examination of the site of the proposed work, and has satisfied himself as to the actual conditions and requirements of the work, and that he hereby proposes and agrees that if his Proposal is accepted, he will enter into Contract with the City of Athens, Georgia, in the form of Contract hereto attached, to furnish all necessary machinery, tools, apparatus, and other means of construction, and all materials, equipment, and labor necessary to construct and complete the work specified under the following items, and in the Contract, and called for by the Plans, in the manner specified and in the time mentioned, according to the requirements as hereinafter set forth, for the following prices, each price to include all cost incidental to the work to which it applies, to-wit:

BID SCHEDULE

Item No.	Description	Quantity	Unit	Unit Price	Amount
1.	Furnish & Install 30" D.I. Water Main	19,620	L.F.	$ 48.40	$ 949,608.00
2.	Furnish & Install 30" D.I. Restrained Joint Water Main	608	L.F.	$ 76.32	$ 46,402.56
3.	Furnish & Install 30" D.I. Ball Joint Water Main	205	L.F.	$ 391.00	$ 80,155.00

Item No.	Description	Quantity	Unit	Unit Price	Amount
4.	Furnish & Install 24" D.I. Water Main	16,430	L.F.	$ 33.00	$ 542,190.00
5.	Furnish & Install 24" D.I. Restrained Joint Water Main	366	L.F.	$ 53.00	$ 19,398.00
6.	Furnish & Install 20" D.I. Water Main	4,080	L.F.	$ 26.05	$ 106,284.00
7.	Furnish & Install 20" D.I. Ball Joint Water Main	205	L.F.	$ 197.20	$ 40,426.00
8.	Furnish & Install 16" D.I. Water Main	35	L.F.	$ 21.70	$ 759.50
9.	Furnish & Install 12" D.I. Water Main	40	L.F.	$ 16.50	$ 660.00
10.	Furnish & Install 10" D.I. Water Main	180	L.F.	$ 13.85	$ 2493.00
11.	Furnish & Install 8" D.I. Water Main	120	L.F.	$ 11.60	$ 1,392.00
12.	Furnish & Install 6" D.I. Water Main	240	L.F.	$ 9.65	$ 2,316.00
13.	Furnish & Install D.I. Fittings	45.0	Tons	$ 3,100.00	$ 139,500.00
14.	Furnish & Install 36" Butterfly Valve & Box	2	Ea.	$ 10,240.00	$ 20,480.00
15.	Furnish & Install 30" Butterfly Valve & Box	2	Ea.	$ 8075.00	$ 16,150.00
16.	Furnish & Install 24" Butterfly Valve & Box	5	Ea.	$ 4,330.00	$ 21,650.00
17.	Furnish & Install 20" Butterfly Valve & Box	2	Ea.	$ 3,095.00	$ 6,190.00

Item No.	Description	Quantity	Unit	Unit Price	Amount
18.	Furnish & Install 16" Butterfly Valve & Box	2	EA.	$ 2230.00	$ 4,460.00
19.	Furnish & Install 12" Butterfly Valve & Box	2	Ea.	$ 1520.00	$ 3040.00
20.	Furnish & Install 10" Butterfly Valve & Box	7	Ea.	$ 1,250.00	$ 8,750.00
21.	Furnish & Install 8" Gate Valve & Box	4	Ea.	$ 465.00	$ 1860.00
22.	Furnish & Install 6" Gate Valve & Box	9	Ea.	$ 288.00	$ 2592.00
23.	Furnish & Install 16" x 16" Tapping Sleeve, Valve & Box	1	Ea.	$ 5,420.00	$ 5,420.00
24.	Furnish & Install 10"x10" Tapping Sleeve, Valve & Box	2	Ea.	$ 1,405.00	$ 2810.00
25.	Furnish & Install 8"x8" Tapping Sleeve, Valve & Box	2	Ea.	$ 930.00	$ 1,860.00
26.	Furnish & Install Fire Hydrant	8	Ea.	$ 620.00	$ 4960.00
27.	Furnish & Install 40 L.F. Casing Under Tallassee Rd.		L.S.		$ 22,260.00
28.	Furnish & Install 124 L.F. Casing Under Jefferson Rd.		L.S.		$ 69,000.00
29.	Furnish & Install 104 L.F. Casing Under Seaboard Coast Line Railroad		L.S.		$ 57,900.00

Item No.	Description	Quantity	Unit	Unit Price	Amount
30.	Furnish & Install 60 L.F. Casing Under Chase St.			L.S.	$ 33,400.00
31.	Furnish & Install 80 L.F. Casing Under Barber St.			L.S.	$ 42,300.00
32.	Furnish & Install 200 L.F. Casing Under U.S. 29 By-Pass			L.S.	$ 155,800.00
33.	Furnish & Install 40 L.F. Casing Under Southern Railroad			L.S.	$ 20,000.00
34.	Furnish & Install 2" Air Release Valve & Manhole	13	Ea.	$ 1020.00	$ 13,260.00
35.	Furnish & Install 1" Air Release Valve & Manhole	13	Ea.	$ 760.00	$ 9,880.00
36.	Construct road from Chase St. to Barber St. including all Cross Drains		L.S.		$ 18,500.00
37.	Furnish & Place Crusher Run Base Material	1,000	Tons	$ 8.26	$ 8,260.00
38.	Pavement Replacement Type I	320	L.F.	$ 16.15	$ 5,168.00
39.	Pavement Replacement Type II	1,650	L.F.	$ 15.35	$ 25,327.50
40.	Pavement Replacement Concrete	90	L.F.	$ 10.00	$ 900.00
41.	Concrete Blocking & Miscellaneous Concrete	90	C.Y.	$ 100.00	$ 9,000.00

Item No.	Description	Quantity	Unit	Unit Price	Amount
42.	Trench Stabilization	2,000	C.Y.	$19.10	$38,200.00
43.	Rock Excavation	15,500	C.Y.	$25.00	$387,500.00

TOTAL AMOUNT BID $ 2,968,461.56

ALTERNATE PROPOSAL
PRESTRESSED CONCRETE CYLINDER PIPE & FITTINGS

The Bidder has submitted a bid based on using Ductile Iron Pipe. If the Owner elects to use Prestressed Concrete Cylinder Pipe and Fitting in lieu of Ductile Iron Pipe and Fittings on any one size or on all sizes, the following amounts will be added to or deducted from the prices stated in the base bid. The Owner shall have the option of using either Prestressed Concrete Cylinder Pipe and Fittings or Ductile Iron Pipe and Fittings or a combination thereof.

NOTE: BIDDER SHALL INDICATE ADDITION OR DEDUCTION BY CROSSING OUT THE UNDERLINED WORDS NOT APPLICABLE.

44. (a) Furnish & Install 30" Prestressed Concrete Pipe
Add To or Deduct From Base Bid Item No. 1 $ -0- per foot

(b) Furnish & Install 30" Prestressed Concrete Fittings
~~Add To~~ or Deduct From Base Bid Item No. 13 $ 32,000 L.S.

45. (a) Furnish & Install 30" Prestressed Concrete Bell Bolt Joint Pipe
~~Add To~~ or Deduct From Base Bid Item No. 2 $ 15.00 per foot

(b) Furnish & Install 30" Prestressed Concrete Bell Bolt Joint Fittings
Add To or ~~Deduct From~~ Base Bid Item No. 13 $ 4,500.00 L.S.

46. Furnish & Install 30" Subaqueous Prestressed Concrete Pipe
~~Add To~~ or Deduct From Base Bid Item No. 3 $ 200.00 per foot

47. (a) Furnish & Install 24" Prestressed Concrete Pipe
Add To or ~~Deduct From~~ Base Bid Item No. 4 $ 5.00 per foot

(b) Furnish & Install 24" Prestressed Concrete Fittings
~~Add To~~ or ~~Deduct From~~ Base Bid Item No. 13 $ 7,000.00 L.S.
Deduct From

48. (a) Furnish & Install 24" Prestressed Concrete Bell Bolt Joint Pipe
~~Add To~~ or ~~Deduct From~~ Base Bid Item No. 5 $ 5.00 per foot
Deduct From

(b) Furnish & Install 24" Prestressed Concrete Bell Bolt Joint Fittings
~~Add to~~ or ~~Deduct From~~ Base Bid Item No. 13 $ 1850.00 L.S.
Add To

49. (a) Furnish & Install 20" Prestressed Concrete Pipe
~~Add To~~ or ~~Deduct From~~ Base Bid Item No. 6 $ 6.00 per foot
Add To

(b) Furnish & Install Prestressed Concrete Fittings
~~Add To~~ or Deduct From Base Bid Item No. 13 $ 10,000.00 L.S.

50. Furnish & Install 20" subaqueous Prestressed Concrete Pipe
~~Add To~~ or Deduct From Base Bid Item No. 7 $ 110.00 per foot

NOTE: In case of discrepancies between the figures shown in the unit prices and total amounts, the unit prices shall apply and the amounts shall be corrected to agree with the unit prices.

All Bidders must bid on every item as listed in the Proposal.

Proposals for construction of the Middle Oconee Raw Water Station, Job No. 800024, will also be received at the same time and place. Bidders may bid on either one or both contracts. Bidder submitting bids on both contracts will be afforded the opportunity of offering a lump sum deduct if awarded both contracts. This deductible lump sum amount, if offered, shall be deducted from the lump sum amount bid for the construction of the Middle Oconee Raw Water Station, Job No. 800024. The Owner reserves the right to award each contract to separate bidders or both contracts to one bidder.

It is understood and agreed that the quantities listed in this Proposal are approximate only and are intended principally to serve as a guide in comparing bids, and may be increased or decreased without invalidating the unit prices bid.

The Bidder agrees hereby to commence work under this Contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 365 consecutive calendar days thereafter as stipulated in the Specifications. The Bidder further agrees to pay as liquidated damages, the sum of two hundred and fifty ($250.00) dollars for each consecutive calendar day thereafter as hereinafter provided.

The undersigned furthermore agrees that, in case of failure on his part to execute said Contract and Bond within ten (10) days after being awarded the Contract, the check or bond accompanying

his bid and the money payable thereon shall become the property of the City; otherwise, the check or bond accompanying this proposal shall be returned to the undersigned.

Bidder acknowledges receipt of the following addendum:

1 - Nov. 6, 1980

2 - Nov 13 1980

Attached hereto is a certified check or Bid Bond on the

Fire Co. of North America of

in the amount of 5% of Bid

Dollars ($).

according to conditions under INSTRUCTION TO BIDDERS.

The full name and residences of persons or parties interested in the foregoing bid, as Principals, are as follows:

Ashland Oil

Dated at Atlanta, Ga the 20th day of

November, 1980.

MacDOUGALD CONSTRUCTION COMPANY,
DIVISION OF APAC OF GEORGIA, INC.

By J. E. Newland, V.P.

The Bidder has based his bid upon and proposes to furnish equipment produced by the following:

Item No.	Equipment	Manufacturer	Representative or Vendor
1.	Gate Valves	Mueller	Consolidated
2.	Fire Hydrants	Mueller	Consolidated

INSURANCE COMPANY OF NORTH AMERICA

PHILADELPHIA

Know all men by these Presents, That we,

MacDougald Construction Company, A Division of APAC of Georgia, Inc.

as principal, and the INSURANCE COMPANY OF NORTH AMERICA, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal place of business at Philadelphia, Pa., as surety, are held and firmly bound unto

City of Athens, Georgia

as obligee, in the penal sum of Five Percent (5%) of Principal's Bid DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this 20th day of November A. D. 19 80

WHEREAS, the said principal is herewith submitting proposal for

Water System Addition, Athens, Georgia

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid principal shall be awarded the contract, the said principal will within the period specified therefor, or, if no period be specified, within ten (10) days after the notice of such award enter into a contract and give bond for the faithful performance of the contract, then this obligation shall be null and void, otherwise the principal and the surety will pay unto the obligee the difference in money between the amount of the bid of the said principal and the amount for which the obligee may legally contract with another party to perform the work if the latter amount be in excess of the former; in no event shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any suits at law or proceedings in equity brought or to be brought against the Surety to recover any claim hereunder must be instituted and service had upon the Surety within ninety (90) days after the acceptance of said bid of the Principal by the Obligee.

MacDougald Construction Company, A Division of APAC of Georgia, Inc.

By: J E Lankard V.P.

INSURANCE COMPANY OF NORTH AMERICA

By Winnie L Norris

Winnie L. Norris, Attorney-In-Fact

PROPOSAL OR BID BOND

ON BEHALF OF

.....

IN FAVOR OF

.....

Effective Date.....*19*

Bond No......

INSURANCE COMPANY OF NORTH AMERICA

PHILADELPHIA

POWER OF ATTORNEY

INA INSURANCE COMPANY OF NORTH AMERICA

PHILADELPHIA, PA.

Know all men by these presents: That INSURANCE COMPANY OF NORTH AMERICA, a corporation of the Commonwealth of Pennsylvania, having its principal office in the City of Philadelphia, Pennsylvania, pursuant to the following Resolution adopted by the Board of Directors of the said Company on May 28, 1975, to wit:

"RESOLVED, pursuant to Articles 3.6 and 5.1 of the By-Laws, the following Rules shall govern the execution for the Company of bonds, undertakings, recognizances, contracts and other writings in the nature thereof:

(1) That the President, or any Vice-President, Assistant Vice-President, Resident Vice-President or Attorney-in-Fact, may execute for and in behalf of the Company any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof, the same to be attested when necessary by the Secretary, an Assistant Secretary or a Resident Assistant Secretary and the seal of the Company affixed thereto; and that the President or any Vice-President may appoint and authorize Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact to so execute or attest to the execution of all such writings or behalf of the Company and to affix the seal of the Company thereto.

(2) Any such writing executed in accordance with these Rules shall be as binding upon the Company in any case as though signed by the President and attested by the Secretary.

(3) The signature of the President or a Vice-President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to this Resolution, and the signature of a certifying officer and the seal of the Company may be affixed by facsimile to any certificate of any such power, and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company.

(4) Such Resident Officers and Attorneys-in-Fact shall have authority to certify or verify copies of this Resolution, the By-Laws of the Company, and any affidavit or record of the Company necessary to the discharge of their duties.

(5) The passage of this Resolution does not revoke any earlier authority granted by Resolution of the Board of Directors on June 9, 1953."

does hereby nominate, constitute and appoint *TRENTON TUNNELL, JR., WINNIE L. NORRIS, WILLIAM L. HIX, SPENCER S. BREWER, TRAVIS OXFORD, JOHN R. BAER, LEROY N. MYHRE, ROBERT L. POTTS, JR., BARRY C. SELLARS, WILLIAM E. PITTS, CINDY F. RICKS and JUDY D. AVERETT, all of the City of Atlanta, State of Georgia*

, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof. And the execution of such writings in pursuance of these presents, shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said .....*C. DANIEL DRAKE*....., Vice-President, has hereunto subscribed his name and affixed the corporate seal of the said **INSURANCE COMPANY OF NORTH AMERICA** this .....*23rd*..... day of .....*July*..... 19*79*.....

INSURANCE COMPANY OF NORTH AMERICA

(SEAL)

by.....*C. DANIEL DRAKE*.....
Vice-President

STATE OF PENNSYLVANIA }
COUNTY OF PHILADELPHIA } ss.

On this .....*23rd*..... day of .....*July*....., A. D. 19*79*....., before me, a Notary Public of the Commonwealth of Pennsylvania, in and for the County of Philadelphia, came .....
.....*C. DANIEL DRAKE*....., Vice-President of the **INSURANCE COMPANY OF NORTH AMERICA** to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same; that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia, the day and year first above written.

.....*MAUREEN SCHELL*.....
Notary Public.

My commission expires *August 13, 1979*

(SEAL)

I, the undersigned, Assistant Secretary of **INSURANCE COMPANY OF NORTH AMERICA,** do hereby certify that the POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, is in full force and effect. In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this.....*20*..... day of .....*November*..... 19*80*.....

.....*Maureen Schell*.....
Assistant Secretary

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